



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, सोमवार, 9 अगस्त, 2010 / 18 श्रावण, 1932

हिमाचल प्रदेश सरकार

HIMACHAL PRADESH VIDHAN SABHA SECRETARIAT, SHIMLA-171004

NOTIFICATION

Shimla-4, the 15th May, 2010

No VS/Estt./6-62/81-II.—On the recommendations of the Departmental Promotion Committee, the Hon'ble Speaker is pleased to promote and appoint Sh. Kesar Dass, Deputy Secretary as Joint Secretary in the pay scale of PB-4 corresponding PB 15600-39100 +Grade Pay 8400 +(Rs.800/- Secretariat Allowance) purely on *adhoc* basis as temporary arrangement with immediate effect.

This *adhoc* promotion/arrangement shall not confer any right or claim on Sh. Kesar Dass, for his regular promotion to the post of Joint Secretary and the seniority etc. therein.

This *adhoc* promotion/arrangement shall however, be subject to the final outcome in the CWP 1229/05 in the Hon'ble High Court of Himachal Pradesh.

By order,
Sd/-
Secretary.

HIMACHAL PRADESH VIDHAN SABHA SECRETARIAT, SHIMLA-171004**NOTIFICATION***Shimla-4, the 15th May, 2010*

No VS/Estt./6-62/81-II.—On the recommendations of the Departmental Promotion Committee, the Hon'ble Speaker is pleased to promote and appoint Smt. Santosh Negi, Under Secretary as Deputy Secretary in the pay scale of PB-4 corresponding PB 15600-39100 +Grade Pay 7600 +(Rs.800/- Secretariat Allowance) purely on *ad hoc* basis as temporary arrangement with immediate effect.

This *ad hoc* promotion/arrangement shall not confer any right or claim on Smt. Santosh Negi for her regular promotion to the post of Deputy Secretary and the seniority etc. therein.

This *ad hoc* promotion/arrangement shall however, be subject to the final outcome in the CWP 1229/05 in the Hon'ble High Court of Himachal Pradesh.

By order,
Sd/-
Secretary.

HIMACHAL PRADESH VIDHAN SABHA SECRETARIAT, SHIMLA-171004**OFFICE ORDER***Shimla-4, the 13th April, 2010*

No VS/Estt./6-62/81-II.—On the recommendations of the Departmental Promotion Committee, the Hon'ble Speaker is pleased to promote and appoint Sh. Shyam Lal Sharma, Reporter as Senior Reporter in the pay scale of PB 15600-39100 +Grade Pay 6600 +400/- Secretariat Allowance on *ad hoc* basis with immediate effect.

This *ad hoc* promotion/appointment shall not confer any right or claim on Sh. Shyam Lal Sharma for his regular promotion to the post of Senior Reporter and the seniority etc. thereon.

By order,
Sd/-
Secretary.

HIMACHAL PRADESH VIDHAN SABHA SECRETARIAT, SHIMLA-171004**OFFICE ORDER***Shimla-4, the 13th April, 2010*

No VS/Estt./6-62/81-II.—On the recommendations of the Departmental Promotion Committee, the Hon'ble Speaker is pleased to promote and appoint Sh. Rakesh Garg, Reporter as Senior Reporter in the pay scale of PB 15600-39100 +Grade Pay 6600 +800/- Secretariat Allowance on *ad hoc* basis with immediate effect.

This *ad hoc* promotion/appointment shall not confer any right or claim on Sh. Rakesh Garg for his regular promotion to the post of Senior Reporter and the seniority etc. thereon.

By order,
Sd/-
Secretary.

सिंचाई एवं जन स्वास्थ्य विभाग**अधिसूचना**

शिमला-171002, 4 अगस्त, 2010

संख्या: सिंचाई 11-30/2010-मण्डी.—यतः राज्यपाल हिमाचल प्रदेश को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार द्वारा सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु नामतः गांव मझेठल तहसील सदर जिला मण्डी में पम्प गृह के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है ।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को जो इस से सम्बन्धित हैं, या हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है ।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने तथा सर्वेक्षण करने और उस धारा द्वारा अपेक्षित अथवा अनुमत सभी अन्य कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं ।

4. कोई भी हितबद्ध व्यक्ति जिसे उक्त परिक्षेत्र में कथित भूमि के अर्जन पर कोई आपत्ति हो तो वह इस अधिसूचना के प्रकाशित होने के तीस दिनों की अवधि के भीतर लिखित रूप में भू-अर्जन समाहर्ता हिमाचल प्रदेश लोक निर्माण विभाग, मण्डी के समक्ष अपनी आपत्ति दायर कर सकता है ।

विस्तृत विवरणी

जिला	तहसील	गांव	खसरा न0	विघा/विस्वा में
मण्डी	सदर	मझेठल/226	736/1	00-08

आदेश द्वारा,
हस्ता10/-
प्रधान सचिव ।

सिंचाई एवं जन स्वास्थ्य विभाग**अधिसूचना**

शिमला-171002, 4 अगस्त, 2010

संख्या: सिंचाई 11-36/2010-बिलासपुर.—यतः राज्यपाल हिमाचल प्रदेश को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार द्वारा सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु नामतः गांव खतेड़ तहसील सदर जिला बिलासपुर में उठाऊ पेयजल योजना कोलडैम प्रयोगशाला व टैंक के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है ।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को जो इस से सम्बन्धित हैं, या हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है ।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने तथा सर्वेक्षण करने और उस धारा द्वारा अपेक्षित अथवा अनुमत सभी अन्य कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं ।

4. कोई भी हितबद्ध व्यक्ति जिसे उक्त परिक्षेत्र में कथित भूमि के अर्जन पर कोई आपत्ति हो तो वह इस अधिसूचना के प्रकाशित होने के तीस दिनों की अवधि के भीतर लिखित रूप में भू-अर्जन समाहर्ता, मण्डी, हिमाचल प्रदेश लोक निर्माण विभाग के समक्ष अपनी आपत्ति दायर कर सकता है ।

विस्तृत विवरणी

जिला	तहसील	गांव	खसरा न०	क्षेत्र बीघा-बिस्वा में
बिलासपुर	सदर	खतेड़	286	2-13
			287	1-14
			किता-2	4-07

आदेश द्वारा,
हस्ता०/—
प्रधान सचिव, ।

सिंचाई एवं जन स्वास्थ्य विभाग

अधिसूचना

शिमला-171002, 6 अगस्त, 2010

संख्या: सिंचाई 11-15/2010-कांगड़ा.—यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को अपने व्यय पर सार्वजनिक प्रयोजन के लिए नामतः महाल रियाली, वेला ठाकरां व वेला लुधियाडचां तहसील फतेहपुर, जिला कांगड़ा में शाहनहर परियोजना का किनारा के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है ।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को जो इस से सम्बन्धित हैं, या हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है ।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने तथा सर्वेक्षण करने और उस धारा द्वारा अपेक्षित अथवा अनुमत सभी अन्य कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं ।

4. अत्याधिक आवश्यकता को दृष्टि में रखते हुये राज्यपाल उक्त अधिनियम की धारा-17 की उपधारा-(4) के अधीन यह भी निर्देश देते हैं कि उक्त अधिनियम की धारा-5 ए के उपबन्ध इस मामले में लागू नहीं होंगे ।

विस्तृत विवरणी

जिला	तहसील	महाल	खसरा न०	क्षेत्र		
				क्षेत्र	हैक्टेयर	में
कांगड़ा	फतेहपुर	रियाली	2943/1	0	00	58
			2944/1	0	00	04
			2946/1	0	01	10
			2947	0	01	02
			2973	0	00	68
			2978	0	00	58
			2979/1	0	00	97
			2980	0	00	20
			2981/1	0	00	24
			2982/1	0	00	40
			2983/1	0	00	17
			2984/2	0	01	49
			2992/1	0	01	10
			2994	0	00	28
			2996/1	0	00	56
			2998	0	00	72
			3003/2	0	02	52
			3039/1	0	08	24
			3041/1	0	04	64
			3072/1	0	00	48
			3073/1/1	0	00	56
			3076/2	0	07	00
			3077/2	0	02	72
			3092/2	0	03	52
			3113/3/2	0	01	28
			3114/2	0	04	60
			3124/3/2	0	01	12
			3165/1	0	00	12
			Kittas-28	0	46	93
कांगड़ा	फतेहपुर	वेला ठाकरां	155/1	0	00	42
			156/1	0	01	98
			211/2	0	00	54
			212/1	0	00	39
			214/3	0	04	96
			214/5	0	00	98
			215/2	0	01	83
			279	0	01	72
			280/1	0	00	15
			282	0	01	06
			283	0	02	18
			285/1	0	01	28
			287/1	0	00	36
			290/1	0	01	30

			298/1	0	00	15
			304/1	0	00	23
			314/2	0	02	81
			315/2	0	00	65
			315/4	0	00	28
			319	0	00	50
			320	0	00	82
			323/1	0	05	68
			324/1	0	01	52
			324/2	0	00	27
			358/1	0	02	34
			Kittas-25	0	30	78
कांगड़ा	फतेहपुर	वेला लुधियाड़ा	1246/2	0	02	12
			1248/2	0	02	40
			1250/2	0	00	64
			1251/2	0	00	77
			1252/2	0	00	56
			Kittas-5	0	06	49

आदेश द्वारा,
हस्ता0/—
प्रधान सचिव ।

सिंचाई एवं जन स्वास्थ्य विभाग

अधिसूचना

शिमला—171002, 6 अगस्त, 2010

संख्या:सिंचाई 11-33/2010-मण्डी.—यतः राज्यपाल हिमाचल प्रदेश को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार द्वारा सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु नामतः गांव भनवाड़/99, तहसील सुन्दरनगर, जिला मण्डी में पम्प हाऊस व जल भण्डारण टैंक के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है ।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को जो इस से सम्बन्धित हैं, या हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है ।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने तथा सर्वेक्षण करने और उस धारा द्वारा अपेक्षित अथवा अनुमतः सभी अन्य कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं ।

4. कोई भी हितबद्ध व्यक्ति जिसे उक्त परिक्षेत्र में कथित भूमि के अर्जन पर कोई आपत्ति हो तो वह इस अधिसूचना के प्रकाशित होने के तीस दिनों की अवधि के भीतर लिखित रूप में भू-अर्जन समाहर्ता, हिमाचल प्रदेश लोक निर्माण विभाग, मण्डी के समक्ष अपनी आपत्ति दायर कर सकता है ।

विस्तृत विवरणी

जिला	तहसील	गांव	खसरा न०	विघा/विस्वा/विस्वांसी
मण्डी	सुन्दरनगर	भनवाड़/99	305/1	0-09-14
			751	0-06-00
			752/1	0-02-03
			753/1	0-03-06
			किता-4	1-01-03

आदेश द्वारा,
हस्ता०/—
प्रधान सचिव ।

सिंचाई एवं जन स्वास्थ्य विभाग**अधिसूचना**

शिमला-171002, 6 अगस्त, 2010

संख्या: सिंचाई 11-35/2010-कांगड़ा.—यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को अपने व्यय पर सार्वजनिक प्रयोजन के लिए नामतः महाल व मौजा घमोमा, तहसील इन्दौरा, जिला कांगड़ा में शाहनहर परियोजना के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को जो इस से सम्बन्धित हैं, या हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने तथा सर्वेक्षण करने और उस धारा द्वारा अपेक्षित अथवा अनुमतः सभी अन्य कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं।

4. अत्याधिक आवश्यकता को दृष्टि में रखते हुये राज्यपाल उक्त अधिनियम की धारा-17 की उपधारा-(4) के अधीन यह भी निर्देश देते हैं कि उक्त अधिनियम की धारा-5 ए के उपबन्ध इस मामले में लागू नहीं होंगे।

विस्तृत विवरणी

जिला	तहसील	महाल व मौजा	खसरा न०	क्षेत्र/हैक्टेयर में
कांगड़ा	इन्दौरा	घमोमा	162/1	0 02 55

आदेश द्वारा
हस्ता०/—
प्रधान सचिव ।

सिंचाई एवं जन स्वास्थ्य विभाग**अधिसूचना**

शिमला-171002, 6 अगस्त, 2010

संख्या: सिंचाई 11-31/2010-मण्डी.—यतः राज्यपाल हिमाचल प्रदेश को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार द्वारा सरकारी व्यय पर सावजनिक प्रयोजन हेतु नामतः गांव लोहारा, तहसील सदर जिला मण्डी में पम्प गृह के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है ।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को जो इस से सम्बन्धित हैं, या हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है ।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने तथा सर्वेक्षण करने और उस धारा द्वारा अपेक्षित अथवा अनुमतः सभी अन्य कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं ।

4. कोई भी हितबद्ध व्यक्ति जिसे उक्त परिक्षेत्र में कथित भूमि के अर्जन पर कोई आपत्ति हो तो वह इस अधिसूचना के प्रकाशित होने के तीस दिनों की अवधि के भीतर लिखित रूप में भू-अर्जन समाहर्ता, हिमाचल प्रदेश लोक निर्माण विभाग, मण्डी के समक्ष अपनी आपत्ति दायर कर सकता है ।

विस्तृत विवरणी

जिला	तहसील	गांव	खसरा न०	विघा/विस्वा में
मण्डी	सदर	लोहारा/234	719/1	03-13

आदेश द्वारा,
हस्ता०/—
प्रधान सचिव ।

सिंचाई एवं जन स्वास्थ्य विभाग**अधिसूचना**

शिमला-171002, 7 अगस्त, 2010

संख्या: सिंचाई 11-19/2010-मण्डी.—यतः राज्यपाल हिमाचल प्रदेश को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार द्वारा सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु नामतः मुहाल भौर/4 तहसील सुन्दरनगर जिला मण्डी में नलकूप के पम्प हाऊस के निर्माण हेतु भूमि अर्जित करनी अपेक्षित है, अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है ।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को जो इस से सम्बन्धित हैं, या हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है ।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने तथा सर्वेक्षण करने और उस धारा द्वारा अपेक्षित अथवा अनुमत सभी अन्य कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं।

4. कोई भी हितबद्ध व्यक्ति जिसे उक्त परिक्षेत्र में कथित भूमि के अर्जन पर कोई आपत्ति हो तो वह इस अधिसूचना के प्रकाशित होने के तीस दिनों की अवधि के भीतर लिखित रूप में भू-अर्जन समाहर्ता, हिमाचल प्रदेश लोक निर्माण विभाग, मण्डी के समक्ष अपनी आपत्ति दायर कर सकता है।

विस्तृत विवरणी

जिला	तहसील	गांव	खसरा न०	विघा/विस्वा/विस्वांसी
मण्डी	सुन्दरनगर	भौर/4	1455/1	0-02-04
			1456/1	0-00-18
			किता-2	0-03-02

आदेश द्वारा,
हस्ता०/-
प्रधान सचिव।

PUBLIC WORKS DEPARTMENT

NOTIFICATION

Shimla-172002, the 7th August, 2010

No. PBW(B) F (7) 3/2009.—In continuation to this department Notification No. PBW(B)(B&R) (1) 63/99 dated 22nd May, 2007 and letter of even number dated 25th November, 2009, 3rd February, 2010 and 24th April, 2010, the Governor, Himachal Pradesh is pleased to declare the 'Avahdevi Tihra Gandhidhar Sandhol Road' in District Mandi/ Hamirpur having a length of 39 Kms as Major District Road (MDR) No.58 at Sr. No.51. Accordingly total length of MDRs in the State will be 2101.915 Kms.

By order,
Sd/-
Pr. Secretary.

Ref.18/2008
30.11.2009

SH. HARBANS SINGH & OTHERS V/S M.D.M/S VECTRA PHARMACEUTICAL LTD, BADDI.

30.11.2009:-

Present:- None for the petitioner.

Sh. Atul Shrivastava, Ld. vice Csl. for respondent.

It is 2.35 PM. Case called out in pre and post lunch sessions but none appeared on behalf of the petitioner high leary shows that the petitioner has no interest to persue this case, hence the claim of the petitioner is dismissed in

default . Let a copy of this order be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to record.

Announced
30.11.2009

By order,
Presiding Judge,
Labour Court, Shimla.

Ref.48/99
6.11.2009

SH. MUKESH KUMAR V/S ARMY PUBLIC SCHOOL DAHSHAI.

6.11.2009:-

Present:- Sh. J.C.Bhardwaj Ld.AR for the petitioner.
Sh. Rahul Mahajan, Ld Csl for respondent.

No PWs present nor any steps taken. Today the case is fixed for petitioners evidence but he has failed to produce his evidence. I am also satisfied that sufficient opportunities have been afforded to the petitioner to produce his evidence but to no avail, hence the evidence of the petitioner is closed by the order of the Court.

The petitioner has failed to prove on record that his services were illegally terminated by the respondent in violation of section 25F of the industrial Dispute, Act, 1947 as a result of which issue no. 1 is decided in favour of the respondent and against the petitioner while issue no.2 and 3 are not pressed by the respondent, hence decided in negative as a result of which the claim of the petitioner is dismissed for want of evidence and the reference is ordered to be answered in negative. Let a copy of this order be sent to the appropriate government for publication in the official gazette. File, after completion , be consigned to records.

By order,
Presiding Judge,
Labour Court, Shimla.

Ref.64/2007
7.11.2009

SH RAMINDER SINGH & OTHERS V/S D.F.O. FOREST DIVISION RAJGARH, DISTT SIRMOUR.

7.11.2009:-

Present:- Sh. J.C.Bhardwaj ,Ld.AR for petitioner.
Sh.Jagdish Kanwar, Ld.DDA for respondent.

Heard. At this stage , Shri J.C.Bhardwaj, Ld. AR for the petitioners submits at the bar that the claim of the petitioners has been satisfied as they are made regular by the respondent. Let his statement . Let his statement be recorded on oath. Statement recorded separately. In view of statement of Ld. AR for petitioners, I am satisfied that the petitioners have been made regular by the respondent and as such the petitioners do not want to persue their claim and as such the claim of the petitioners is dismissed as satisfied and as such the reference is ordered to be answered accordingly . Let a copy of this award be sent to the appropriate government for publication in H.P. Rajpatra . File after completion , be consigned to records.

Announced:
7.11.2009

By order,
Presiding Judge,
Labour Court, Shimla.

SH. PARDEEP KUMAR & OTHERS V/S M/S JOHNSONS & JHONSON LTD BADDI.

10.11.2009:-

Present:-Sarvshri Sandeep Sharma, Vinod Kumar, Ravinder Kumar ,Sunil Dutt, Sunil Kumar, Anil Thakur,Vijay Kumar, & Rakesh Kumar in person.

Sh R.P.Bedi, authorized representative of respondents.

Heard. It is a fit case for conciliation. The case stands compromised. Let the statement of authorised representative of the petitioners be recorded on oath.

Statement recorded separately . I am satisfied that the petitioners are the authorized representative of the workmen of Johnson & Johnson Ltd 58 B phase I Jharmajri Baddi who made the statement Voluntarily without any extraneous influence on them. I am also satisfied that the petitioners have acceptor the memorandum of settlement with the respondent company and there is no dispute left with the respondent company, hence the claim of the petitioners is dismissed as satisfied & the reference is ordered to be answered accordingly . Let a copy of this award be sent to the appropriate Govt. for publication is H.P. Rajpatra. File, after completion , be consigned to records.

Announced:-

10.11.2009

By order,
Presiding Judge,
Labour Court, Shimla.

Ref.76/2009

30.11.2009

SH. SUSHEEL KUMAR V/S M/S GAMOH INDIA LTD, KULLU.

30.11.2009:-

Present:- None.

It is 3.15 PM. Case called out in pre and post lunch sessions but none appeared on behalf of the parties which clearly shows that they have no interest to persue this case, hence the claim of the petitioner is dismissed in default as a result of which the reference is ordered to be answered accordingly.

Let a copy of this order be sent to the appropriate government for publication in the official gazette. File , after completion, be consigned to record.

Announced

30.11.2009

By order,
Presiding Judge,
Labour Court, Shimla.

Ref.84/2007

6.11.2009

SH. KRISHAN LAL V/S M.D.M/SMODERTO POLYMERS LTD PARWANOO.

6.11.2009:-

Present:-None for the petitioner.

Respondent already exparte.

It is 3.25 PM. Case is called out pre and post lunch sessions but none appeared on behalf of the petitioner which clearly shows hat the petitioner has no interest to persue this case, hence the claim of the petitioner is dismissed in default as a result of which the reference is ordered to be answered accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. File , after completion, be consigned to records.

By order,
Presiding Judge,
Labour Court, Shimla.

SH. SHYAM LAL & OTHERS V/S D.F.O.RAJGARH, DISTT SIRMOUR.

7.11.2009:-

Present:-Sh. J.C. Bhardwaj ,Ld. AR for prtioner.

Sh. Jagdish Kanwar, Ld, DDA for respondent.

Heard, At this stage Sh.J.C.Bhardwaj, Ld. AR for Petitioners submits at the bar that the claim of the petitioner has been satisfied as they are made regular by the respondent. Let his statement be recorded on oath.

Statement recorded separately in view of statement of Ld., AR for petitioners, I am satisfied that the petitioners have been made regular by the respondent and as such the petitioners do not want to pursue their claim and as such the claim of the petitioners is dismissed as satisfied and as such the reference is ordered to be answered accordingly . Let a copy of this award be sent to the state Govt. for publication in H.P. Rajpatra. File, after completion, be consigned to records.

Announced

7.11.2009

By order,
Presiding Judge,
Labour Court, Shimla.

Ref.1/2003

SUKHDARSHN SINGH V/S M/S IND SPHINX PRECISION LTD. PARWANOO.

09.11.2009

Present:-Petitioner with Sh. Anil Kumar Chauhan, Ld. vice Csl.

Sh. Pradeep Sharma, Factory Manager with Sh. Rahul Mahajan, Ld.Csl.

Heard. At this stage both the parties indicated their intention to compromise this case. The stands compromised. Let the statement of the petitionee be recorded on oath.

Statement recorded separately. I am satisfied that the parties have arrived at a lawful compromise without any extraneous influence. I am also satisfied that a Cheque of Rs.40,000/0(Forty Thousand only) has been handed over to the petitioner which is accepted by him the full and final claim of reference number 1 of 2003 and as such the petitioner does not want to pursue his claim. Accordingly, the claim is dismissed as satisfied/compromised and as such the reference is ordered to be answered accordingly. Let a copy of this award be sent to the state government for publication in H.P. Rajpatra. File, after completion, be consigned to records.

Announced

09.11.2009

By order,
Presiding Judge,
Labour Court, Shimla.

IN THE COURT OF JAGMOHAN SINGH MAHANTAN, PRESIDING JUDGE, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA CAMP AT NAHAN

Ref No. 40 of 2001.
Instituted on 21.3.2001.
Decided on 25.11.2009.

1. Harish Chander Chauhan S/o Shri Devi Ram, Senior Assistant.
2. R.S Soni S/o Shri H.R Soni, Senior Assistant.
3. Madan Mohan Sharma S/o Shri Jagat Ram, Senior Assistant.
4. Sumer Chand S/o Shri Hirda Ram, Junior Assistant.

5. Bhagat Ram S/o Shri Suraj Lal, Junior Assistant.
6. Vir Narayan Singh, S/o Shri Jagdarshan Singh, Junior Assistant.
7. Rita Anand W/o Shri Virender Kumar Anand, Junior Assistant.
8. Pushpa Gupta, W/o Shri Raj Kumar, Junior Assistant.
9. Vijay Kumar S/o Shri D.N Sharma, Junior Assistant.
10. Santosh Sharma D/o Shri Manohar Lal, Junior Assistant.
11. Asim Ali S/o Shri Rehmat Ali, Junior Assistant.
12. Mani Ram S/o Shri Shree Chand, Junior Assistant.
13. Chaman Lal s/o Shri Tulsi Ram, Junior Assistant.
14. Raghubar Dutt S/o Shri Urbi Dutt, Junior Assistant.
15. Ram Kumar S/o Shri Sita Ram, Junior Assistant.
16. Shyam Lal S/o Shri Niranjan Dass, Junior Assistant.
17. Harinder Mohan S/o Shri Jagat Ram, Junior Assistant.
18. Bhagat Singh S/o Shri Dhan Singh, Junior Assistant.
19. Surinder Mohan S/o Shri Pyare Lal, Senior Clerk.
20. R.K. Chaurasia S/o Shri Babu Ram, Senior Clerk.
21. Roop Chand S/o Shri Bhagwan Singh, Senior Clerk.
22. Tej Paul, S/o Shri Prabhu Ram, Senior Clerk.
23. Abdul Sitar S/o Shri Bashir Ahmed, Senior Clerk.
24. Ramesh Kumar, S/o Shri Ruder Dutt, Senior Clerk.
25. Yatinder Kumar Sharma, S/o Shri Sushil Kumar Sharma, Senior Clerk.
26. Subhash Chand, S/o Shri Samay Singh, Senior Clerk.
27. Inder Singh S/o Shri Durga Singh, Pharmacist.
28. Shakti Saran S/o Shri Gurcharan Dass, Senior Steno grade-1.
29. Rajinder Singh, S/o Shri Kanwar Singh, Daftri.
30. Rajkumar S/o Shri Babu Ram, Peon.
31. Kaushlya Aggrwal W/o Shri Mam Raj, Peon.
32. Anita Devi D/o Shri Neter Singh, Peon.

All through General Secretary, HPPWD & IPH State Workshop Nahan Foundry), Ministerial Staff Union, Nahan, H.P. ..Petitioners.

Vs.

1. The Superintending Engineer, (Mechanical) HP PWD & IPH State Workshop (Nahan Foundry) Nahan, HP.
2. The Executive Engineer, (Mechanical) HP PWD & IPH State Workshop (Nahan Foundry) Nahan, HP.

..Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947.

For petitioner: Shri A.K Gupta, Ld. Csl.

For respondent: Shri Jagdish Kanwar, Ld. DDA.

AWARD

1. The following reference has been received from appropriate government by this court for adjudication:

“Whether Shri Harish Chand & 31 other employees of HPPWD & IPH Sate Workshop (Nahan Foundry) Nahan, HP are entitled for promotion w.e.f. 1.10.1988 as alleged? If so, what relief and consequential service benefits employees are entitled for?”

2. The petitioners have filed a statement of claim asserting therein that the petitioners are workmen as per the provisions of the Industrial Disputes Act, 1947, who were the employees of the Nahan Foundry prior to 1st October, 1988 whose services were taken over alongwith the other employees of Nahan Foundry, Nahan w.e.f. 1.10.1988 on the various terms and conditions and one of the term was that the petitioners seniority would be integrated with their counter parts in HPPWD and IPH Department for the purpose of seniority and promotion but the management backed out of its promise and also violated the terms and conditions and treated the cadre of the petitioners separately vide order dated 25th August, 1995 and the decision was taken unitarily and no notice was given by the management for separating the cadre and as such the management violated the principle of natural justice and even if it is assumed that the management was competent to separate the cadre of the petitioners then also the petitioners are entitled to the promotion as per the R & P Regulations of H.P Government and that in Nahan Foundry, Nahan the petitioners were having the regular promotion channel and they were always promoted to the various grades starting from clerical to superintendent but after the take over, the future of the petitioners has become totally bleak

since no promotion has been affected w.e.f. 1.10.1988. The petitioners have met the concerned authorities but to no avail and even if the cadre of the petitioners has become treated separately then also the management is bound to give promotion to the petitioners w.e.f. 1.10.1988 as per the recommendations made by the Executive Engineer vide letter dated 20th October, 1997 and that a meeting was held on 25th August, 1999 under the chairmanship of Commissioner-cum-Secretary (PWD) in which the representatives of both sides participated but later on the same was superseded on 4th Jan. 2000 under the garb of clause 8 of the terms and conditions of take over which declares the cadre of the employees as dying and that the petitioners have been meted out hostile discrimination also by the management as the cadre of the taken over employees is dying then how cases of Mr. S.D Chopra and J.K Gupta have been promoted to the next higher post because their services were also taken over alongwith other employees of the Nahan Foundry, Nahan by the PWD/IPH Departments w.e.f. 1.10.1988 and the same set of terms and conditions apply to the said persons and as such the management has violated the article 14 of the Constitution of India and even Shri S.P Jerath, Laboratory Analyst has been given the benefits of six advance increments vide order dated 25th November, 1999 in lieu of promotion which fact clearly established that the management not only violated the articles 14 and 16 of the Constitution of India but also indulged into unfair labour practice as per schedule 5th of the Industrial Disputes Act, 1947 and as such prayed for promotions to their respective grades w.e.f. 2.10.1988 as per the recommendation made by the concerned authorities with all benefits incidental thereof such as seniority and arrears, hence this claim.

3. The respondents resisted and contested the claim of the petitioners which filed reply inter alia raising preliminary objection that all the petitioners initially served with the Nahan Foundry Ltd. Nahan which was later on converted into HPPWD/IPH workshop Nahan w.e.f. 1.10.1988 and the services of all the petitioners alongwith other employees were taken over by the said workshop vide office order & notification dated 28.9.1988, 16.1.1989 and 21.1.1989 respectively issued by the HP Government under the terms and conditions described in the order dated 23/27.12.1989 issued by the Commissioner-cum-Secretary PWD/IPH to the government of Himachal Pradesh and that according to the condition no.2 of order dated 23/27.12.1989 all the petitioners opted for the corresponding pay scale of Himachal Pradesh government w.e.f. 1.10.1988 and that all the petitioners are working on various categories of posts as per detail annexure R/37 and since 1.10.1988, the petitioners did not raise any objection qua their pay scale/promotion, hence the claim is hopelessly time barred and that the petitioners had neither referred the matter in accordance with the law to the Labour Commissioner nor any award has been passed by this Court and that the subject matter raised by the petitioners by way of claim petition before this Court is not maintainable as this Court has no jurisdiction to entertain and decide such matter which relates to the provision of R&P Rules and that Shri Harish Chandra, Senior Assistant was absorbed as Junior Clerk in regular pay scale of Rs. 55-130/- w.e.f. 1.6.1961 vide office order dated 30.5.1961 by the management of erstwhile Nahan Foundry Ltd. Nahan, who was further promoted to the post of Senior Clerk then to the post of Assistant vide office order dated 14.2.1976 and 25.2.1982 and after conversion of Nahan Foundry, Nahan into PWD/IPH Workshop, he has opted the corresponding pay scale of HP State Government, who also filed an application before the Administrative Tribunal requesting therein for officiating allowances for higher post w.e.f. 1.7.1990 on the basis of office order dated 21.1.1993 and as such the subject matter of the case before the Administrative Tribunal is entirely different than the case filed before this Court, hence the claim is not maintainable and that Shri R.S Soni was absorbed by the management of erstwhile Nahan Foundry Ltd. Nahan in the regular pay scale of Rs. 110-180 as junior grade clerk vide office order dated 9.9.1965, who was promoted to the post of senior clerk in the pay scale of Rs. 330-560 w.e.f. 1.5.1979 vide office order dated 1.4.1979, who was further promoted as Inspector vide office order dated 10.11.1987 and after conversion of Nahan Foundry into PWD/IPH workshop, who opted the pay scale of HP Government and designated as Senior Assistant and now he has been retired from service w.e.f. 31.7.2001 after getting two promotions in his service career and that Shri Madan Mohan Sharma was appointed as Junior Clerk in the pay scale of Rs. 110-180 w.e.f. 19.6.1962 vide office order dated 10.6.1962, who was promoted as senior clerk w.e.f. 29.3.1975 in the pay scale of Rs. 330-560 vide order dated 13.2.1976 and after the conversion of Nahan Foundry, Nahan, he opted the corresponding pay scale of HP Government w.e.f. 1.10.1988, who was placed in the cadre of Junior Assistant vide order dated 27.10.1990 in the pay scale of Rs. 1500-2640 which was revised to Rs. 1500-2700 w.e.f. 1.1.1993, who was promoted as senior Assistant in the pay scale of Rs. 1800-3200 w.e.f. 1.12.1990, who was retired from service w.e.f. 30.4.2001 after getting two promotions and that Shri Sumer Chand appointed as Junior Clerk in the pay scale of Rs. 110-180 vide office order dated 2.1.1971 by the Nahan Foundry, Nahan who was promoted to Senior Clerk on 26.2.1982 in the pay scale of Rs. 330-560 and on conversion of Nahan Foundry, he opted the pay scale of HP Government, who was placed in the category of Junior Assistant in the pay scale of Rs. 1500-2640 which was revised to Rs. 1500-2700 w.e.f. 1.10.1988, who has also retired from service w.e.f. 30.9.2001 and that Shri Bhagat Ram was appointed as Clerk in the pay scale of Rs. 110-180/- w.e.f. 24.5.1967, who was promoted as senior clerk in the pay scale of Rs. 330-560 w.e.f. 1.1.1987 and on conversion of Nahan Foundry, Nahan, he opted the pay scale of Himachal Pradesh government, who was placed in the category of Junior Assistant in the pay scale of Rs. 1500-2640/- which was revised to Rs. 1500-2700/- and that Shri Vir Narain Singh was appointed as clerk in the pay scale of Rs. 110-180/- w.e.f. 24.5.1967, who was promoted as senior clerk in the pay scale of Rs. 330-560 w.e.f. 1.1.1987 and on conversion of Nahan Foundry, he opted the pay scale of Himachal Pradesh government, who was placed in the category of Junior Assistant in the pay scale of Rs. 1500-2640/- which was revised to Rs. 1500-2700/- and that Smt. Rita Anand was appointed as Junior Clerk in the pay scale of Rs. 110-180/- w.e.f. 18.2.1972, who was promoted as senior clerk in the pay scale of Rs. 330-560 w.e.f. 1.1.1987 and on conversion of Nahan Foundry, Nahan, she opted the pay scale of

Himachal Pradesh government, who was placed in the category of Junior Assistant in the pay scale of Rs. 1500-2640/- which was revised to Rs. 1500-2700/- and that Smt. Pushpa Gupta was appointed as Clerk in the pay scale of Rs. 110-180/- w.e.f. 22.2.1972, who was promoted as senior clerk in the pay scale of Rs. 330-560 w.e.f. 1.1.1987 and on conversion of Nahan Foundry, Nahan, she opted the pay scale of Himachal Pradesh government, who was placed in the category of Junior Assistant in the pay scale of Rs. 1500-2640/- which was revised to Rs. 1500-2700/- and that Shri Vijay Kumar was appointed as Branch Incharge in the pay scale of Rs. 110/- w.e.f. 3.11.1969, who was promoted as Junior clerk in the pay scale of Rs. 260-400 w.e.f. 1.6.1974, who was promoted as senior Clerk in the pay scale of Rs. 1200-2040 w.e.f. 10.11.1987 and on the conversion of Nahan Foundry, he opted the pay scale of Himachal Pradesh government, who was placed in the category of Junior Assistant in the pay scale of Rs. 1500-2640/- which was revised to Rs. 1500-2700/- and Shri Shyam Lal Sodha was appointed as unskilled worker in the pay scale of Rs. 196-232 w.e.f. 22.2.1975 and observed as junior clerk in the pay scale of Rs. 260-400 w.e.f. 12.7.1976 and after conversion, he opted the pay scale of HP Government, who was placed in the cadre of Senior Clerk w.e.f. 1.10.1988 in the pay scale of Rs. 1200-2100/- and further he was given placement in the cadre of junior Assistant in the pay scale of Rs. 1500-2640 w.e.f. 1.10.1988 vide order dated 6.11.1996 and that Shri Harinder Mohan was appointed as Junior Clerk in the pay scale of Rs. 260-400/- w.e.f. 14.10.1979 and on the conversion of Nahan Foundry, Nahan, he opted the pay scale of Himachal Pradesh government, who was placed in the category of senior Clerk w.e.f. 1.10.1988 and further he was given placement in the cadre of Junior Assistant in the pay scale of Rs. 1500-2640/- which was revised to Rs. 1500-2700/- and that Shri Bhagat Singh was appointed as Junior Clerk in the pay scale of Rs. 260-400/- w.e.f. 14.10.1979 and on the conversion of Nahan Foundry, Nahan, he opted the pay scale of Himachal Pradesh government, who was placed in the category of senior Clerk w.e.f. 1.10.1988 and further he was given placement in the cadre of Junior Assistant in the pay scale of Rs. 1500-2640/- which was revised to Rs. 1500-2700/- and that Shri R.K Chaurasia was appointed as sub Branch Incharge on fixed salary of Rs. 252/- w.e.f. 1.6.1974, who was observed as junior clerk and after conversion, he opted the pay scale of HP Government, who was placed in the category of Senior Clerk w.e.f. 1.10.1988 and that Shri Surinder Mohan was appointed as Junior Clerk in the pay scale of Rs. 260-400/- w.e.f. 17.9.1980 and after completing three years service, he was absorbed as regular clerk and on the conversion of Nahan Foundry, Nahan, he opted the pay scale of Himachal Pradesh government, who was placed in the category of senior Clerk w.e.f. 1.10.1988 in the pay scale of Rs. 1200-2100/- and that Shri Roop Chand was appointed as Clerk in the pay scale of Rs. 260-400/- w.e.f. 10.4.1984 and on the conversion of Nahan Foundry, Nahan, he opted the pay scale of Himachal Pradesh government, who was placed in the category of senior Clerk w.e.f. 1.10.1988 in the pay scale of Rs. 1200-2100/- and that Shri Tej Paul was appointed as Clerk in the pay scale of Rs. 260-400/- w.e.f. 1.4.1984 and on the conversion of Nahan Foundry, Nahan, he opted the pay scale of Himachal Pradesh government, who was placed in the category of senior Clerk w.e.f. 1.10.1988 in the pay scale of Rs. 1200-2100/- and that Shri Abdul Sitar was absorbed as peon after completing three years service as casual worker w.e.f. 4.7.1980 in the pay scale of Rs. 196-232 and regularized in the pay scale of Rs. 210-290/- w.e.f. 1.4.1984, who was promoted as junior clerk in the pay scale of Rs. 260-400 w.e.f. 1.1.1987 and on the conversion of Nahan Foundry, Nahan, he opted the pay scale of Himachal Pradesh government, who was placed in the category of senior Clerk w.e.f. 1.1.1992 in the pay scale of Rs. 1200-2100/- and that Shri Ramesh Kumar was appointed as sub Branch Incharge on fixed salary of Rs. 232/- w.e.f. 29.4.1976, who was promoted as Branch Incharge on fixed salary of Rs. 260/- w.e.f. 1.1.1987 and after conversion, he was re-designated as clerk w.e.f. 1.10.1988 in the pay scale of Rs. 950-1800, who was further placed in the category of senior clerk in the pay scale of Rs. 1200-2100 w.e.f. 1.10.1993 and that Shri Yatinder Kumar was appointed as Branch Incharge on fixed salary of Rs. 232/- w.e.f. 9.1.1980 and after conversion, he was re-designated as clerk w.e.f. 1.10.1988 in the pay scale of Rs. 950-1800, who was further placed in he category of senior clerk in the pay scale of Rs. 1200-2130 w.e.f. 1.10.1993 and that Shri Subhash Chand was appointed as sub Branch Incharge on fixed salary of Rs. 232/- w.e.f. 10.9.1982, who was promoted as Branch Incharge on fixed salary of Rs. 260/- w.e.f. 1.1.1987 and after conversion, he was re-designated as clerk w.e.f. 1.10.1988 in the pay scale of Rs. 950-1800, who was further placed in the category of senior clerk in the pay scale of Rs. 1200-2100 w.e.f. 1.10.1993 and that Shri Inder Singh was appointed as Compounder in the pay scale of Rs. 130-240/- w.e.f. 29.3.1967, who was further promoted as compounder in the pay scale of Rs.425-640 w.e.f. 1.1.1987 and after conversion, he was redesignated as Pharmacist in the pay scale of Rs.1400-2300 w.e.f. 1.10.1988 and that Shri Shakti Saran was initially appointed as senior Clerk in the pay scale of Rs. 260-400 w.e.f. 1.2.1976, who was promoted as junior stenographer from typist vide order dated 30.7.1987 and after conversion, he was redesignated as junior scale stenographer grade-1 in the pay scale of Rs. 1500-2640/- and that Shri Rajinder Singh was appointed as Peon in the pay scale of Rs. 196-232 w.e.f. 4.7.1980, who was promoted as store packer in the pay scale of Rs. 800-1150 w.e.f. 1.1.1987 and after conversion he was designated as Daftri in the pay scale of Rs. 810-1440/- and that Smt. Santosh Sharma was absorbed as regular typist in the pay scale of Rs. 260-400 w.e.f. 1.3.1975 and after conversion, she was placed in the cadre of Senior Clerk w.e.f. 1.10.1988 in the pay scale of Rs. 1200-2100 and she was given further placement in the cadre of Junior Assistant in the pay scale of Rs. 1500-2640/- w.e.f. 1.10.1989 which was revised to Rs. 1500-2700 w.e.f. 1.10.1988 and that Shri Raghuvir Dutt was appointed as Junior Clerk in the pay scale of Rs. 260-400/- w.e.f. 1.2.1976 and after conversion of Nahan Foundry into PWD/IPH workshop, he opted the scale of State Government, who was placed in the cadre of Senior Clerk w.e.f. 1.10.1988 in the pay scale of Rs. 1200-2100/-, who was further given placement in the cadre of junior Assistant in the pay scale of Rs. 1500-2640 which was revised to Rs. 1500-2700/- and that Shri Mani Ram was appointed as Junior Clerk in the pay scale of Rs. 260-400/- w.e.f. 1.2.1976 and after conversion of Nahan Foundry into PWD/IPH workshop, he opted the scale of State

Government, who was placed in the cadre of Senior Clerk w.e.f. 1.10.1988 in the pay scale of Rs. 1200-2100/-, who was further given placement in the cadre of junior Assistant in the pay scale of Rs. 1500-2640 which was revised to Rs. 1500-2700/- and that Shri Chaman Lal Gupta was appointed as Junior Clerk in the pay scale of Rs. 260-400/- w.e.f. 1.2.1976 and after conversion of Nahan Foundry into PWD/IPH workshop, he opted the scale of State Government, who was placed in the cadre of Senior Clerk w.e.f. 1.10.1988 in the pay scale of Rs. 1200-2100/-, who was further given placement in the cadre of junior Assistant in the pay scale of Rs. 1500-2640 which was revised to Rs. 1500-2700/- and that Shri Asim Ali was appointed as Junior Clerk in the pay scale of Rs. 110-180/- w.e.f. 31.7.1972, who was promoted as senior Clerk in the pay scale of Rs. 330-560 and after conversion of Nahan Foundry into PWD/IPH workshop, he opted the scale of State Government, who was given placement in the cadre of junior Assistant in the pay scale of Rs. 1500-2640 which was revised to Rs. 1500-2700/- and that Shri Ram Kumar Gupta-II was appointed as semi skilled worker w.e.f. 1.6.1967, who was promoted as skilled worker w.e.f. 1.7.1973, who was further appointed as junior clerk in the pay scale of Rs. 260-400 and was appointed as Junior Clerk in the pay scale of Rs. 260-400/- w.e.f. 1.2.1976 and after conversion of Nahan Foundry into PWD/IPH workshop, he opted the scale of State Government, who was given placement in the cadre of junior Assistant in the pay scale of Rs. 1500-2700/- and that Shri Raj Kumar was appointed as peon in the pay scale of Rs. 196-232 w.e.f. 1.4.1984 and after conversion of Nahan Foundry into PWD/IPH workshop, he opted the scale of State Government, who was placed in the cadre of helper in the pay scale of Rs. 750-1350/- and that Smt. Kaushalya Aggarwal was appointed as peon in the pay scale of Rs. 196-232 w.e.f. 10.7.1988 on compassionate grounds and after conversion, she was designated as peon in the pay scale of Rs. 750-1350/-, who was retired from service on medical grounds and that Miss Anita Devi was appointed as Peon in the pay scale of Rs. 750-1350 w.e.f. 13.2.1988 on compassionate ground and after conversion, she was designated as peon in the pay scale of Rs. 750-1350/- On merits, it is contended that the employees of Nahan Foundry Ltd. were transferred to HPPWD/IPH State Workshop Nahan w.e.f. 1.10.1988 under the administrative control of Secretary PWD which were treated as a separate entity vide order dated 25.8.1995 and the matter regarding promotion of the employees was taken up with the government in innumerable times but nothing fruitful could be achieved in view of the terms and conditions issued by the government and that the employees including the petitioners were given due promotions as per R&P Rules but after the conversion of Nahan Foundry into PWD/IPH workshop w.e.f. 1.10.1988, the services of employees were taken over by the state government but could not be given promotion on account of hinderance of clause no. 8 and that the services of Shri S.C Chopra and Shri J.K Gupta were taken in the state workshop on the same set of prescribed terms and conditions of HP government, who were promoted to the post of Superintending Engineer and Executive Engineer respectively by the order of Secretary PWD to the government of Himachal Pradesh. It is also admitted that Shri S.P Jerath was given six advance increments to compensate his salary and as such prayed for the dismissal of the claim.

4. In the rejoinder, the petitioners controverted the assertions made in the reply and reiterated and reaffirmed the averments of the petition.

5. The following issues were framed by this Court on 16.12.2004 on the pleadings of the parties.

1. Whether the petitioners are entitled to promotions w.e.f 1.10.1988 as alleged? ..OPP.
2. Whether the claim is not legally maintainable as alleged in preliminary objection no.3? ..OPR.
3. Whether the petition is not maintainable in the present form? ..OPR.
4. Relief.

6. I have heard the Ld. Counsels for the parties and have gone through the record of the case.

7. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings on the aforesaid issues are as under:

Issue No. 1 : Yes.

Issue No. 2 : Not proved.

Issue No. 3 : Not proved.

Relief : Reference answered in affirmative per operative part of award.

REASONS FOR FINDINGS

Issues No.1:

8. Coming to issue no.1, the petitioners have examined Shri Chaman Lal Gupta, General Secretary, HPPWD/IPH State Workshop Nahan, as PW1, who has stated that the petitioners are covered under the Industrial Establishment of HPPWD & IPH State Workshop by virtue of Industry and also fall in the category of workmen. They have filed the case for promotion of the petitioners w.e.f. 1.10.1988 against vacant posts as has been agreed to vide

letter dated 21.11.1998 Ex. PA. The services of the petitioners were taken over by the State Government w.e.f. 1.10.1988 under the prescribed terms and conditions of letter dated 23/27.12.1989 vide Ex. PB in which the petitioners are entitled for promotion vide clause 4 (2) of Ex. PB and the Court has already awarded the promotion to the worker category incase Karora Singh & other, who are the employees of the same organization. The union of the petitioner is duly registered with the Registrar Trade Union, HP government vide certificate Ex. PC and Shri S.C Chopra and Shri J.K Gupta, Executive Engineer and Assistant Engineer respectively have been promoted to the post of Superintending Engineer and Executive Engineer respectively, who also fall within the same set of terms and conditions whereas the case of the petitioners for promotion w.e.f. 1.10.1988 against vacant posts has not been decided at all and the terms and conditions contained in Ex. PA does not bar the petitioners for promotion, hence the petitioners are entitled to promotion w.e.f. 1.10.1988 as per the scheme laid down vide Ex. PA.. To rebut the case of the petitioners, the respondents has examined Er. J.K Gupta, Executive Engineer HPPWD & IPH State Workshop Nahan as RW1, who has stated that Nahan Foundry Ltd. Nahan was converted into a departmental workshop of HPPWD & IPH State workshop w.e.f. 1.10.1988 under certain terms and conditions of taken over vide order dated 27.12.1989 vide which the employees were asked to exercise option and all the petitioners had opted to come over to HPPWD as per clause no.8 of the terms and conditions and it has been decided that the post of the company taken over by the government in state workshop shall cease to exist those posts having become vacant on account of retirement or any other reason vide Ex. RW1/A and the case of promotion of the employees was also examined by the department of personnel for promotion of staff on adhoc basis which was rejected vide Ex. RW1/B.

10. The case of the petitioners is that initially they were appointed in the Nahan Foundry Ltd. Nahan which was taken over by the state government under the prescribed terms and conditions w.e.f. 1.10.1988 but after conversion of Nahan Foundry into PWD/IPH workshop Nahan, they were not promoted in accordance with law, hence they are entitled to be promoted against the vacant posts.

11. On the contrary, the respondent contends that the petitioners were the employees of the Nahan Foundry Ltd. Nahan prior to its conversion into PWD/IPH Workshop Nahan, who opted the scale of state government at the time of its conversion and since it was declared as dying cadre, hence no promotion can be granted to the petitioners though it was admitted that S/Shri S.C Chopra and J.K Gupta were promoted to their next rank and Shri S.P Jerath was given six advance increments by the respondents.

12. I have considered the respective contentions of both the parties and have scrutinized the record of the case.

13. After the close scrutiny of the record of the case, it remains a fact that the petitioners had worked with the Nahan Foundry Ltd. Nahan prior to its conversion into PWD/IPH State Workshop on different posts and thereafter the Nahan Foundry was taken over by the HPPWD/IPH workshop Nahan on 1.10.1988 alongwith all employees. It is also clear that prior to its conversion, the employees of the Nahan Foundry Ltd. Nahan were promoted from time to time as is evident from the reply filed by the respondents and after conversion of Nahan Foundry Ltd. Nahan into HPPWD/IPH State Workshop, no promotions were made to the employees and therefore their cadre has become a dying cadre. The petitioners have proved on record that the respondents have discriminated with them as they promoted S/Shri S.C Chopra and J.K Gupta, Executive Engineer and Assistant Engineer respectively to the post of Superintending Engineer and Executive Engineer respectively and they also fall within the same set of terms and conditions as applicable to them. It is significant to note that there is nothing on record which could show that how the respondents allowed promotions to S/Shri S.C Chopra, J.K Gupta, S.P Jerath and one Shri Inder Singh without any basis and foundation especially when they also fall in the same dying cadre. Apart from it, there is nothing on record which could show that whether there was any exigencies of promotion of such persons and when they can be promoted why others cannot be promoted? It is significant to note that as per para 4 of letter dated 23/27.12.1989, the services of the petitioner stood integrated in the corresponding cadre. They worked in this cadre prior to 1989 onwards. The decision to have separate cadre for the employees of PWD/IPH State Workshop was taken on 26.8.1995. This decision to the contrary to the terms and conditions stipulated in office order dated 23/27.12.1989. The advantage which have accrued to the petitioners after the integration of their services with the cadre of corresponding categories of the employees of PWD/IPH have been set to naught by the respondents by issuing letter dated 26.8.1995. The petitioners had started enjoying the pay of the corresponding cadre including seniority, promotional avenues etc. It is settled law that it is the prerogative of the State Government to create, bifurcate, trifurcate or merge cadres, however, the decision must be taken in non-arbitrary and reasonable manner. As it was held incase titled Ram Singh Vs. State of Himachal Pradesh & another in CWP(T) No.2678/2008 decided on 19.5.2009 in which it was held that

“the conditions of the services of the petitioner have been altered unilaterally to his detriment by creating a separate cadre as per letter dated 26.8.1995. The petitioner and similar situated persons have been visited with severe civil and evil consequences. What was expected from the State Government at least was to hear the petitioner before taking the decision to create separate cadre of PWD/IPH State Workshop at Nahan.

Since I have observed earlier that the respondents have changed the separate cadre of S/Shri S.C Chopra, J.K Gupta, S.P Jerath and one Shri Inder Singh by promoting them to the next rank and even Shri S.P Jerath was given six advance increments without any basis and foundations as nothing has been proved on record by the respondents in order to show as to how they are entitled to promotion to the next ranks in utter disregard of law especially when they were also placed on the same dying cadre and the petitioners being the similar situated persons in the same dying cadre are also entitled to be promoted to the next rank and they cannot be discriminated on any count especially when the others have been promoted to the next ranks without any basis and foundations. Here I am fortified with a view taken by their lordships of Hon'ble Supreme Court in case titled as State of UP and another Vs. Ram Gopal Shukla reported in 1981 (2) SLR page 3 in which it was held that:

“Constitution of India. Article 16. Promotion. Right to be considered for promotion. Eligible persons have fundamental right to be considered for promotion. Question of chance of promotion not being a condition of service does not arise”.

Their lordships have further held that:

“Constitution of India, Article 14 and 16. Uttar Pradesh Promotion by Selection in consultation with Public Service Commission (Procedure) Rules 1970 Rule &-A and 7-B. Promotion. Grouping of 300 persons in one category. Rule debarred other eligible candidates from being considered for promotion till list of 300 persons selected in 1966 for exhausted. Rule 7-A and 7-B ultra vires of Article 14 and 16”.

Thus, on the strength of above cited rulings and in view of the fact that S/Shri S.C Chopra, J.K Gupta, Executive Engineer and Assistant Engineer respectively to the post of Superintending Engineer and Executive Engineer respectively, Shri S.P Jerath were given six advance increments on promotions and one Shri Inder Singh was promoted to the next rank and the conditions of the services of the petitioners have been altered unilaterally to their detriment by creating a separate cadre and as such the petitioners cannot be ignored from their promotions to higher ranks against vacancies and as such are entitled to promotion w.e.f. 1.10.1988 against the vacant posts in accordance with law and procedure. Accordingly, issue no.1 is decided in favour of the petitioners and against the respondents.

Issue No. 2 :

14. In support of this issue, no evidence was led by the respondent nor it was pressed during the course of arguments. In view of no evidence on record, this issue is decided in negative against the respondents.

Issue No. 3 :

15. In support of this issue, no evidence was led by the respondent being the legal issue. However, I find nothing wrong with the jurisdiction of this Court which has jurisdiction to entertain and decide the subject matter of the dispute in question. Accordingly issue no.3 is decided in favour of petitioners and against the respondent.

RELIEF

As a sequel to my above discussion and findings on issues no.1 to 3, the claim of the petitioners succeeds and is hereby allowed and as such the petitioners are ordered to be promoted against the vacant posts w.e.f. 2.10.1988 as and when their promotion is due in accordance with law and procedure as a result of which the reference is ordered to be answered in affirmative. Let a copy of this award be sent to the appropriate government for publication in the Official Gazette. File, after completion, be consigned to records.

Announced in the open court today on this day of 26th November, 2009 in the presence of parties counsels.

By order,
JAGMOHAN SINGH MAHANTAN,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla
Camp at Nahan.

IN THE COURT OF JAGMOHAN SINGH MAHANTAN, PRESIDING JUDGE, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Ref No. 81 of 2005.
Instituted on. 25.8.2005
Decided on. 30.11.2009.

1. Atma Ram S/o Shri Devi Ram R/o Village Chamla, P.O Bhatgarh, Tehsil Sangrah, District Sirmour, H.P.
2. Kalyan Singh S/o Shri Mohi Ram, R/o Village Charna, P.O Bhatgarh, Tehsil Sangrah, District Sirmour, H.P.
3. Kaku Ram S/o Shri Biru Ram R/o Village Thakur Gwana, P.O Bharog Bhaneri, Tehsil Paonta Sahib, District Sirmour, H.P.
4. Daulat Ram S/o Shri Dhela Ram R/o Village Chamla, P.O Bhatgarh, Tehsil Sangrah, District Sirmour, H.P.
5. Surat Singh S/o Shri Khokhu Ram R/o Village Charna, P.O Bhatgarh, Tehsil Sangrah, District Sirmour, H.P.
6. Tota Ram s/o Shri Mehar Singh R/o Village Charna P.O Bhatgarh, Tehsil Sangrah, District Sirmour, H.P.
7. Rattan Singh S/o Shri Bhajju Ram R/o Village Charna, P.O Bhatgarh, Tehsil Sangrah, District Sirmour, H.P.
8. Jagat Singh S/o Shri Dei Ram R/o Village Chamla P.O Bhatgarh, Tehsil Sangrah, District Sirmour, H.P.
9. Pratap Singh S/o Shri Meen Singh R/o Village Danna, P.O Barag, Tehsil Sangrah, District Sirmour, H.P.
10. Ashik Mohamad S/o Shri Rashid Mohamad R/o Village Devni, P.O Moginand, Tehsil Nahan District Sirmour, H.P.
11. Mangal Singh S/o Shri Kailu Ram, R/o Village Phagula, P.O Jahar, Tehsil Sarhan, District Sirmour, H.P.
12. Jiwan Singh S/o Shri Hirda Ram Guwana, P.O Bharog Bhaneri, Tehsil Paonta Sahib, District Sirmour, H.P.

..Petitioners.

Vs.

The Executive Engineer, HPSEB (Electrical) Division, Nahan, District Sirmour, H.P.

..Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri A.K Gupta, Ld. Csl.

For respondent : Ms. Sharmila Patial, Ld. Csl.

AWARD

1. The following reference has been received from appropriate government by this court for adjudication:

“Whether the termination of services of S/Shri Atma Ram s/o Shri Devi Ram, Kalyan Singh S/o Shri Mohi Ram, Kaku Ram s/o Shri Biru Ram, Daulat Ram S/o Shri Dehla Ram, Surat Singh S/o Shri Khokhu Ram Shri Tota Ram S/o Shri Mehar Singh, Shri Rattan Singh S/o Shri Bhajju Ram, Shri Jagat Singh S/o Shri Dei Ram, Pratap Singh S/o Shri Meen Singh, Shri Ashik Mohaman S/o Shri Rasheed Mohamad, Shri Mangal Singh S/o Shri kailu Ram and Jiwan Singh S/o Shri Hirda Ram workmen by the Executive engineer, HPSEB (Electrical) Division, Nahan, District Sirmour, HP w.e.f. 6.11.1993, 20.10.1993, 26.6.1993, 20.6.1993, year 1993, 21.6.1995, Year 1995, 21.2.1987, 21.1.1994, 21.9.1990, April 1996 and 1.4.1993 without complying the provisions of Industrial disputes Act, 1947 is proper and justified? If not, what relief of service benefits and amount of compensation, the above aggrieved workmen are entitled to?”

2. The petitioners have filed a statement of claim asserting therein that all the petitioners were engaged on daily wages basis under the respondent, who continued in service upto the year as shown in the reference order dated 9th August, 2005, whose services were terminated in different years as shown in the reference order and that while disengaging their services no notice nor any sort of compensation was paid to the petitioners as envisaged under the provisions of Industrial Disputes Act, 1947 and the respondent even failed to comply with the mandatory provisions of the standing order wherein it has been provided that all those workmen who have completed 240 days of service would be given notice of one month and compensation and those who do not complete the said span of service would be given ten days notice but no such provision was complied with by the respondent and the services of the petitioners were disengaged which is not sustainable in the eyes of law and that the principle of last come first go was not followed by the respondent while disengaging the services of the petitioners as junior to them were retained, who are still continuing and that after the disengagement of their services, the petitioners met the respondent many times but nothing happened and that the action of the respondent in disengaging the services of the petitioners is unjustified, arbitrary and also violative of the mandatory provisions of law and as such prayed for reinstatement in service with all the benefits including full back wages and seniority, hence this claim duly supported by an affidavit.

3. The respondent resisted and contested the claim of the petitioners, which filed reply inter alia raising preliminary objections having no enforceable cause of action, being bad for want of better particular, having hit by the vice of delay and laches, estoppel and the claim petition is bad for non joinder of necessary parties. On merits, it is contended that the petitioner at serial no.1 was engaged on daily wages basis on 21.3.1998, serial no.2 w.e.f.

21.12.1987, serial no.3 w.e.f. 4.1.1993, serial no.4 w.e.f. 21.4.1993, serial no.5 w.e.f. 21.11.1985, serial no. 6 w.e.f. 2.11.1992, serial no.7 w.e.f. 21.4.1992, serial no.8 w.e.f. 21.12.1982, serial no.9 21.10.1982, serial no.10. w.e.f. 21.9.1989, serial no. 11 not pertains to this division and serial no.12 w.e.f. 4/1993 against the specific work of the respondent being executed at different places under the rural electrification programme and worked with the lot of interruption and never completed 240 days service in any calendar year and the detail of presence/absence is annexure RA1 and RA2 and that the petitioners left their job of their own will and that the petitioners were never terminated by the respondent, who left the job of their own and as such there was no necessity to comply with the provisions of section 25F as they never worked for 240 days in any calendar year and compliance of the provisions of standing order does not arise as the services of the petitioners were never terminated by the respondent and that the petitioners never met with the respondent and as such prayed for the dismissal of the claim.

4. No rejoinder filed. The following issues were framed by this court on 19.6.2007 on the pleadings of the parties.

1. Whether the services of the petitioners have been illegally terminated by the respondent without complying with the provisions of Industrial Disputes Act, 1947? If so, its effect? ..OPP.
2. If issue no.1 is proved in affirmative, to what relief, the petitioners are entitled to? ..OPP.
3. Whether the petitioners are having no locus standi to file the present petition? ..OPR.
4. Whether the petition is barred by limitation? ..OPR.
5. Relief.

5. I have heard the Ld. Counsels for the parties and have gone through the record of the case.

6. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings on the aforesaid issues are as under:

Issue No.1 : No.

Issue No. 2 : Not entitled to any relief.

Issue No. 3 : No.

Issue No. 4 : No.

Relief : Reference answered in negative per operative part of award.

REASONS FOR FINDINGS

Issue No. 1:

7. Coming to this issue, the petitioners have examined Shri Atma Ram as PW1, who has stated that he was engaged as beldar on daily wages with the respondent on 1985 and continued as such till 1992 and thereafter he was removed from service. S/Shri Kalyan Singh, Kaka Ram, Daulat Ram, Tota Ram, Rattan Singh, Jagat Singh, Pratap Singh, Ashik Mohd., Mangal Singh and Jivan Singh were also engaged with him by the respondent and proved the mandays charts Ex. PA to Ex. PK and as such prayed for reinstatement in service with all consequential benefits including back wages. No notice nor retrenchment compensation was paid to him nor the other petitioners at the time of retrenchment and S/Shri Jiwan Singh and Balbir Singh are juniors to him, who are still continuing with the respondent. He never abandoned the job of his own but he was terminated and he was not gainfully employed after his termination.

8. To rebut the case of the petitioners, the respondent has examined RW1 Er. J.P Barthnal, SDO Dadahu, who has stated that the petitioners were engaged as beldars on daily wages by the respondent in the year 1988, who continued as such till 1993 whose mandays charts are Ex. PA to Ex. PK on record. The petitioners have not completed 240 working days in any calendar year preceding their termination. The petitioners abandoned the job of their own, who were never terminated by the respondent and no junior to the petitioner was engaged nor continuing with the respondent.

9. The case of the petitioners is that they being the daily wages beldar having completed 240 working days in each calendar year and also in twelve calendar months preceding their termination, who were illegally terminated from service without any reason and no notice nor compensation was paid to them at the time of their removal and even junior to them are still continuing with the respondent and as such they are entitled for reinstatement with all consequential benefits.

10. On the contrary, the respondent contends that the petitioners were engaged as daily wages casual labourer, who were never terminated from service, who themselves left the job of their own, who had not completed

240 working days in any calendar year preceding their abandonment and no junior to the petitioners is working with the respondent, hence the petitioners are not entitled to any relief as prayed by them.

11. I have considered the respective contentions of both the parties and have scrutinized the record of the case.

12. After the close scrutiny of the record of the case, it remains a fact that the petitioners were engaged by the respondent as daily wages beldars on different dates. Petitioner Shri Atma Ram had worked with the respondent w.e.f. 21.3.1988 to 5.11.1993, who worked only for 125 days with the respondent as is evident from the mandays chart Ex. PA. Petitioner Shri Kalyan Singh was engaged by the respondent w.e.f. 21.12.1987 to 20.10.1993 as is evident from the mandays chart Ex. PB. Petitioner Shri Dault Ram had worked with the respondent w.e.f. 21.4.1983 to 20.6.1993 as per mandays chart Ex. PC. Petitioner Tota Ram worked with the respondent w.e.f. 2.1.1992 to 20.6.1995 as per mandays chart Ex. PD. Petitioner Shri Surat Singh had worked with the respondent w.e.f. 21.11.1995 to 20.2.1995 as is evident from the mandays chart Ex. PE. Petitioner Shri Kaku Ram had worked w.e.f. 4.1.1993 to 20.6.1993 as per mandays chart Ex. PF. Petitioner Shri Jiwan Singh had worked w.e.f. 9.1.1993 to 31.3.1993 as per mandays chart Ex. PG. Petitioner Shri Rattan Singh had worked w.e.f. 21.4.1992 to 20.2.1995 as per mandays chart Ex. PH. Petitioner Shri Jagat Singh had worked w.e.f. 21.12.1982 to 20.2.1987 as is evident from the mandays chart Ex. PI. Petitioner Shri Pratap Singh had worked w.e.f. 21.10.1982 to 20.1.1994 as per mandays chart Ex. PJ and shri Ashik Mohd. had worked w.e.f. 21.9.1989 to 20.8.1990 as is evident from the mandays chart Ex. PK placed on record but it remains a fact that no petitioner had completed 240 working days in twelve calendar months preceding their termination and as such it is clear that the petitioners have failed to prove that they had put in 240 working days in twelve calendar months preceding their termination. No doubt, the petitioners have tried to establish on record that they had completed 240 working days in twelve calendar months preceding their termination but there is nothing on record which could go to show that the petitioners had completed 240 working days in twelve calendar months preceding their termination, hence the case of the petitioners does not fall under section 25F of the Act. It is well settled that where the workman has not produced any evidence to show that he had worked for more than 240 working days preceding his termination and that no evidence has been led in order to show that his juniors are still working with the respondent, the petitioner is not entitled to any protection under the provisions of the Industrial Disputes Act, 1947. Here I am fortified with a view taken by their lordship of Hon'ble Supreme Court in AIR 2006 S.C. 110 case titled as Surindernagar District Panchyat V/s Dayabhai Amar Singh in which it was held that:-

"In case workman claims to have worked for more than 10 years as daily wager. Apart from oral evidence workman has not produced any evidence to prove fact that he has worked for 240 days. No proof of receipt of salary or wages or any record or order in that regard was produced: no co-worker was examined; muster roll produced by employer has not been contradicted. Workman has failed to discharge his burden that he was in employment for 240 days during preceding 12 months of date of termination of his service. Workman not entitled for protection of Section 25-F before his service was terminated."

13. Now, turning to the other aspect of the case, the petitioners also tried to establish on record that their juniors are still continuing with the respondent board but they did not prove on record that on which date they joined the Board and infact they are juniors to the petitioners. On the other hand, the respondent has proved on record that the petitioners were engaged as casual labourer, who had failed to prove on record that they had completed 240 working days in twelve calendar months preceding their termination and their juniors are still continuing with the respondent Board and therefore, the case of petitioners cannot be accepted for their reinstatement especially when the petitioners have not completed 240 working days in twelve calendar months preceding their termination as is evident from their mandays charts Ex. PA to Ex. PK and further no junior to the petitioners is proved to be continuing with the respondent.

14. Thus, on the strength of the above cited rulings and having regard to the entire evidence on record, it can safely be concluded that the services of the petitioners have not been illegally terminated by the respondent without complying with the provisions of Industrial Disputes Act, 1947, who had not completed 240 working days in twelve calendar months preceding their termination. Accordingly, this issue is decided in favour of the respondent and against the petitioners.

Issue No. 2:

15. Since, I have held under issue no.1 above, that the services of the petitioners have been legally dispensed with by the respondent without notice or compensation, hence the petitioners are not entitled to any service benefits. Accordingly, issue no.2 is answered in negative.

Issue No. 3.

16. In support to this issue, no evidence was led by the respondent nor it was pressed during the course of arguments. However I have observed that the petitioners being daily wagers and dissatisfied and aggrieved by the

orders of removal got locus standi to file the present petition. Accordingly, issue no.3 is decided in favour of petitioners and against the respondent.

Issue No. 4.

17. In support of this issue, no evidence was led by the respondent. However I have scrutinized the record of the case and observed that there is no limitation under the Industrial Disputes Act, 1947 as it was held by their lordships of Hon'ble Supreme Court reported in (1999) 6 SC 82 case titled as Ajayab singh Vs. Sirhind Co-operative Marketing –cum- processing Service Society Limited and Another in which it was held that:

“The provisions of Article 137 of Limitation Act, 1963 are not applicable to the proceeding under the ID Act. The relief under the ID Act cannot be denied merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the Labour Court can be generally questioned on the ground of delay alone”

18. Thus, on the strength of this ruling, it can safely be concluded that there is no limitation under the Industrial Disputes Act, 1947 and as such this issue is decided in negative.

RELIEF

As a sequel to above discussion and findings on issues no.1 to 4, the claim of the petitioner fails and is hereby dismissed and the reference is ordered to be answered in negative. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open court today on this day of 30th November, 2009 in the presence of parties counsels.

JAGMOHAN SINGH MAHANTAN,
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

IN THE COURT OF JAGMOHAN SINGH MAHANTAN, PRESIDING JUDGE, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA CAMP AT NAHAN

Ref No. 81 of 2007.
Instituted on 31.8.2007.
Decided on 25.11.2009.

Kuldeep Singh S/o Shri Mohinder Singh R/o Village & P.O Trilokpur, Tehsil Nahan District Sirmour, H.P.
..Petitioner.

Vs.

The Executive Engineer, HPSEB (T&C), Shakti Nagar, Tehsil Nahan District Sirmour, H.P. ..Respondent.

Reference under Section 10 of the Industrial Disputes Act, 1947.

For petitioner: Shri Ishwar Bisht, Ld. Csl.
For respondent: Shri V.K Chaudhary, Ld. Csl.

AWARD

1. The following reference has been received from appropriate government by this court for adjudication:

“Whether the termination of services of Shri Kuldeep Singh S/o Shri Mohinder singh workman by the Executive Engineer, HPSEB (T&C), Shakti Nagar, Tehsil Nahan District Sirmour, HP w.e.f. 11.11.2001 without complying the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is proper and justified? If not, what relief of service benefits and amount of compensation, the above aggrieved workman is entitled to?”

2. The petitioner has filed a statement of claim asserting therein that the petitioner was appointed as a sweeper on 1.10.1998 at 132/33 KV Sub Station Sub Division, Johron, who was made to work for eight hours every day whose attendance was marked in a copy which was countersigned by the Junior Engineer and on the basis of attendance, the petitioner was paid wages every month and that on 10.11.2001, the Junior Engineer stopped countersigning the attendance of the petitioner and told that there was no need of attendance roll as the petitioner is a dedicated worker and comes regularly and that the petitioner being a poor man could not understand the nefarious designs of the respondent and that in the month of March, 2004, the petitioner was told that his services were no more required and he was asked to discontinue his service and that the petitioner requested the respondent not to discontinue his services as he had put in more than five years and six months of continuous service but all in vain. It is also alleged that the petitioner had put in more than 240 days in continuous service in every year, hence the petitioner is permanent worker and entitled to all the benefits as provided under the labour law and as such prayed for reinstatement alongwith back wages, hence this claim.

3. The respondent resisted and contested the claim of the petitioner which filed reply interalia raising preliminary objection of maintainability. On merits, it is contended that the petitioner was never appointed as sweeper, who was awarded sweeping job order for cleaning of sub station for specific period on competitive basis. It is denied that the petitioner was made to work for eight hours every day, who had worked for two to three hours as per terms and conditions of job order per day and the record of attendance of the petitioner is only maintained to verify the presence for measurement/verification and it was not a muster roll. It is also denied that on 10.11.2002, the Junior Engineer stopped countersigning the attendance of the petitioner. It is also contended that the petitioner has carried out sweeping and cleaning work of sub station through job order for 2/3 hrs per day for specific period and as such the petitioner cannot be considered as casual worker and the condition of completion of 240 days does not apply in this case and as such prayed for the dismissal of the claim petition.

4. In the rejoinder, the petitioner controverted the assertions made in the reply and reiterated and reaffirmed the averments of the petition.

5. The following issues were framed by this Court on 29.8.2008 on the pleadings of the parties.

1. Whether the termination of services of Shri Kuldeep Singh petitioner by the Executive Engineer, HPSEB (T&C) Shakti Nagar, Tehsil Nahan District Sirmour w.e.f. 11.11.2001 without complying the provisions of the Industrial disputes Act, 1947 is improper and unjustified as alleged? ..OPP.
2. If issue no.1 is proved in affirmative to what relief of service benefits, the petitioner is entitled to? ..OPP.
3. Whether the petition is not maintainable in the present form? ..OPR.
4. Relief.

6. I have heard the Ld. Counsels for the parties and have gone through the record of the case.

7. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings on the aforesaid issues are as under:

Issue No. 1 : No.
 Issue No. 2. : Not entitled to any relief
 Issue No. 3. : No.
 Relief. : Reference answered in negative per operative part of award.

REASONS FOR FINDINGS

Issues No. 1:

8. Coming to issue no.1, the petitioner has examined two PWs in all. Petitioner Shri Kuldeep Singh appeared into the dock as PW1, who has stated that he was engaged as a sweeper with the respondent from 1.10.1998 till March, 2004 and then he was terminated from service without notice and compensation and his presence was recorded by the J.E of the respondent and proved the copy of his attendance Ex. PA till 2001 and then no presence was recorded by the respondent and the J.E. D.S Chauhan deputed him to bring articles and his returned chit is mark A dated 2.7.2003 is placed on record and as such prayed for reinstatement in service with all consequential benefits including back wages.

9. PW2 Er. Dhanvir Singh has stated that he has been posted as A.A.E HPSEB Nahan since 2.1.2007 and prior to this posting, he was posted at 132/33 KV Kala Amb Sub Station from 1996 to December, 2006 and Shri Kuldeep Singh was engaged as sweeper at Sub Station Kala Amb for two hours w.e.f. 1.2.1998, who worked till 31.3.2001 and it is wrong that the petitioner had worked for eight hours in a day. The petitioner did not work as sweeper with respondent from 1.2.1998 to March, 2004.

10. To rebut the case of the petitioner, the respondent has examined Er. Dinesh Kumar Gupta Senior Executive Engineer (T&C) Nahan, who has stated that the petitioner was given job order for cleaning and sweeping sub station at Kala Amb on 31.1.1998 for the period from 1.2.1998 to 31.3.1998 being the lowest quotation holder vide Ex. RA and thereafter work order Ex. RA4 to Ex. RA6 were given from time to time. The petitioner was never engaged as sweeper but only work order was given to him on quotation basis for 2-3 hours a day and in the year 2001 they appointed regular sweeper and thereafter they did not find any necessity for any other sweeper and as such the claim of the petitioner is false.

11. The case of the petitioner is that he being the daily wages sweeper having been completed 240 working days in each calendar year and also in twelve calendar months preceding his termination was illegally terminated from service without any reason and no notice nor compensation was paid to him at the time of his retrenchment which is illegal and against the provisions of Industrial Disputes Act, 1947 and as such he is entitled for reinstatement with all consequential benefits.

12. On the contrary, the respondent contends that the petitioner was never appointed as sweeper for eight hours in a day, who was only given job order for cleaning and sweeping sub station at Kala Amb for two hours being the lowest quotation holder, hence the question of completion of 240 working days does not arise at all and as such the petitioner is not entitled to any relief as claimed by him.

13. I have considered the respective contentions of both the parties and have scrutinized the record of the case.

14. After the close scrutiny of the record of the case, it remains a fact that the petitioner was given job order for cleaning and sweeping sub station at Kala Amb on 31.1.1998 for the period of 1.2.1998 to 31.3.1998 as is evident from the work order Ex. RA placed on record and thereafter work orders Ex. RA2 to Ex. RA6 were issued from time to time to the petitioner by the respondent. No doubt, the petitioner had tried to establish on record that he had put in more than 240 working days with the respondent but there is nothing on record which could show that the petitioner had worked for 240 working days in a calendar year preceding his termination. It is significant to note that the petitioner examined himself as PW1 on 25.11.2008 but has not proved his mandays chart in order to show that he had completed 240 working days in twelve calendar months preceding his termination. It is well settled in 2009 (120) FLR 1007 an Civil Appeal no. 4468 of 2005 of Hon'ble Supreme Court incase titled as Relip Nagarpalika Vs. Babuji Gabhaji Thakore and others in which it was held that:

“The burden of proof lies on the workman to show that he had worked continuously for 240 days for the preceding one year and it is for the workman to adduce evidence apart from examining himself to prove the factum of being in employment of the employer.”

15. It was further held by their lordships of Hon'ble Supreme Court in AIR 2006 S.C. 110 case titled as Surindernagar District Panchyat V/s Dayabhai Amar Singh in which it was held that:

“Incuse workman claims to have worked for more than 10 years as daily wager. Apart from oral evidence workman has not produced any evidence to prove fact that he has worked for 240 days. No proof of receipt of salary or wages or any record or order in that regard was produced: no co-worker was examined; muster roll produced by employer has not been contradicted. Workman has failed to discharge his burden that he was in employment for 240 days during preceding 12 months of date of termination of his service. Workman not entitled for protection of Section 25-F before his service was terminated.”

In the instant case, the petitioner has failed to prove on record that he had put in 240 days in twelve calendar months preceding his termination and further more PW2 Er. Dhanvir Singh AAE has stated that he remained posted at 132/33 KV Kalaamb Sub Station from 1996 to December, 2006 and the petitioner was engaged for two hours w.e.f. 1.2.1998 till 31.3.2001, who never worked as sweeper with respondent from 1.2.1998 to March, 2004 and the petitioner was engaged vide work order Ex. RA and therefore the petitioner has failed to prove on record that he had completed 240 working days in twelve calendar months preceding 11.11.2001, hence the case of the petitioner does not fall under section 25F of the Industrial Disputes Act, 1947.

16. Thus, having regard to the entire evidence on record and in view of the fact that the petitioner has failed to prove on record that he had completed 240 working days in twelve calendar months preceding his termination and as such the termination of services of the petitioner by respondent w.e.f 11.11.2001 without complying the provision of I.D Act, 1947 is proper and justified. Accordingly issue no.1 is decided in favour of respondent and against the petitioner.

Issue No. 2 :

17. Since I have held under issue no.1 above that the services of the petitioner were not illegally terminated by the respondent without complying with the provisions of Industrial Disputes Act, 1947, hence the petitioner is not entitled to any relief as prayed by him. Accordingly, issue no.2 is decided in favour of the respondent and against the petitioner.

Issue No. 3.

18. In support of this issue, no evidence was led by the respondent being the legal issue. I find nothing wrong with this petition which is perfectly maintainable in the present form. Accordingly, issue no.3 is decided in favour of petitioner and against the respondent.

RELIEF

As a sequel to my above discussion and findings on issues no.1 to 3, the claim of the petitioner fails and is hereby dismissed and as such the reference is ordered to be answered in negative. Let a copy of this award be sent to the appropriate government for publication in the Official Gazette. File, after completion, be consigned to records.

Announced in the open court today on this day of 25th November, 2009 in the presence of parties counsels.

JAGMOHAN SINGH MAHANTAN,
*Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla
Camp at Nahan.*

IN THE COURT OF JAGMOHAN SINGH MAHANTAN, PRESIDING JUDGE, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA, H.P.

Ref. No.121 of 2004.
Instituted on. 27.4.2009.
Decided on. 30.11.2009.

Narender Kumar S/o Shri Kuldeep Singh Village & P.O Kandror District Bilaspur, H.P.

..Petitioner.

Vs.

1. The Managing Director, HP Tourism Development Corporation Ltd. Ritz Annexe, Shimla 171001.
 2. The Assistant Engineer, Tourism Development Corporation, Sub Division, Rohru, District Shimla, HP.
- ..Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri J.R Sharma, Ld. Csl.
For respondent : Shri Tarun Vaid, Ld. Csl.

AWARD

1. The following reference has been received from appropriate government by this Court for adjudication:

“Whether the termination of services of Shri Narender Kumar S/o Shri Kuldeep Singh ex daily wages worker by the Managing Director, HP Tourism Development Corporation Ltd. Ritz Annexe, Shimla 171001 (2) the Assistant Engineer, Tourism Development Corporation, Sub Division, Rohroo, District Shimla, HP w.e.f. 8.3.2000 without complying the provisions of Industrial Disputes Act, 1947 as alleged by the workmen is proper and justified? If not, what relief of service benefits Shri Narender Kumar S/o Shri Kuldeep Singh is entitled to?”

2. The petitioner has filed a claim asserting therein that the petitioner was initially appointed as beldar on daily wages basis with the respondents corporation w.e.f. 14.5.1997, who remained as such till 30.4.1998 and that the petitioner had been discharging his duties to the best of his ability and then the designation of the petitioner was changed as junior draughtsman and the petitioner remained working in the capacity of junior draughtsman w.e.f. 1.5.1998 till 8.3.2000 on which date the services of the petitioner were terminated orally without assigning any reason and that the petitioner approached the Administrative Tribunal where the O.A was dismissed on the ground of jurisdiction and then the petitioner filed a demand notice before Labour-cum-conciliation Officer and finally the matter was sent to this Court and that the respondents have acted contrary to the well settled provisions of law while terminating the services of the petitioner, who had worked with the respondents with full sincerity, honesty, devotion, missionary zeal as well as to the utmost satisfaction of his superiors, whose work and conduct was always appreciated by his superiors, who had completed more than 240 days in each calendar year and as such the respondents were under legal obligation to comply with the provisions of section 25, 25G and 25H of the Industrial Disputes Act, 1947 and even the juniors to the petitioner were allowed to work by the respondents, hence the action of the respondents is in violation of the principle of last come first go and that the respondents have sufficient work and funds available with them and they cannot say that work or fund is not available and that the action of the respondents in terminating the services of the petitioner is highly illegal and unconstitutional and that the petitioner requested the respondents for his reinstatement but to no avail and as such prayed for reinstatement in service with seniority and regularization, hence this claim.

3. The respondents resisted and contested the claim of the petitioner, which filed reply inter alia raising preliminary objection of having engaged for specific period. On merits, it is denied that the petitioner was in continuous service of the respondent corporation w.e.f. 1.5.1998 to 8.3.2000. It is contended that the petitioner was engaged as casual worker in different time spans and first agreement was executed and entered between the petitioner and respondents on 24.6.1997 including the period of engagement for 89 days which was to be reckoned from the date of agreement and that the work with the respondents corporation was for specific period and as such the services of the petitioner were availed as a casual worker and the services of the petitioner were never terminated but ceased to take effect on expiry of contract agreement period because of non renewal. It is also denied that the respondents have regular workers. It is further denied that the petitioner had completed 240 days in each calendar year and the disengagement of the petitioner is neither termination nor relating with the provisions of the Industrial Disputes Act, 1947 as he was engaged on contract basis and that the petitioner is not entitled at all for the relief, hence the question of any starvation will not give any legal help to the case of the petitioner and that the petitioner is not at all concerned with sufficient work or funds available with the respondents and as such prayed for the dismissal of the claim.

4. In the rejoinder, the petitioner controverted the assertions made in the reply and reaffirmed and reiterated the averments of the petition.

5. The following issues were framed by this Court on 9.11.2005 on the pleadings of the parties:

1. Whether the services of the petitioner have been wrongly terminated by the respondent w.e.f. 8.3.2000 without complying with the provisions of I.D. Act, 1947? If so, its effect? ..OPP.
2. If issue no.1 is proved in affirmative, to what relief the petitioner is entitled to? ..OPP.
3. Whether the present petition is not maintainable? ..OPR.
4. Relief.

6. I have heard the Ld. counsels for the parties and have gone through the record of the case.

7. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings on the aforesaid issues are as under:

Issue No. 1. : Yes.

Issue No. 2. : Entitled for reinstatement in service with seniority and continuity but without back wages.

Issue No. 3. : No.

Relief : Reference answered in affirmative per operative part of award.

REASONS FOR FINDINGS

Issue No. 1:

8. Coming to this issue, the petitioner has examined himself as PW-1, who has stated that he was engaged as beldar on 14.5.1997 at Rohru and in May, 1998, he was engaged as supervisor-cum-junior draughtsman where he

worked till 8.3.2000. He was orally terminated by the Managing Director. No notice nor compensation was paid to him at the time of his removal. He had worked for more than 240 days in a year and pay for the month of Jan. & Feb. 2000 was not paid to him and no appointment letter has been issued to him. Suresh Negi and Rajinder Kumar are still working as supervisor and Rajinder Kumar has been made regular. He approached the department for his reengagement but his request has not been accepted and as such prayed for reinstatement.

9. To rebut the case of the petitioner, the respondents have examined RW1 Er. Devinder Madaik, Assistant Engineer, HPTDC Shimla, who has stated that he is authorized by the respondent to make the statement vide letter Ex. RA. The petitioner was engaged as beldar on daily wages in May, 1997 for 89 days, who continued as such till 31.12.1999, who never worked for 240 working days in any calendar year preceding his termination and the petitioner was engaged for specific project work and for specific time and after 31.12.1999 there was no work with the project as the project was completed and his agreement was never renewed.

10. The case of the petitioner is that he being the daily wages beldar/junior draughtsman was illegally terminated from service after completing more than 240 working days in a calendar year preceding his termination without notice and compensation which is illegal and even juniors to him are still working with the respondent corporation and as such he is also entitled for reinstatement in service with all consequential benefits.

11. On the contrary, the respondent contends that the petitioner was engaged for specific work and for specific period for 89 days and on the completion of the work, the services of the petitioner were disengaged and his agreement was never renewed and even no junior to the petitioner is working with the respondents, hence the petitioner is not entitled to any relief.

12. I have considered the respective contentions of both the parties and have scrutinized the record of the case.

13. After the close scrutiny of the record of the case, it remain a fact that the petitioner had worked with the respondents from 14.5.1997 to 8.3.2000, who was initially engaged by the respondent as daily wages beldar and then he was engaged as tracer draughtsman as is evident from the cross examination of RW1 Er. Devinder Madaik, who has also admitted that the petitioner had worked with the respondents from 14.5.1997 to 8.3.2000 as daily wages beldar and then tracer draughtsman. It is further admitted by RW1 Er. Devinder Madaik that the petitioner had completed 303 days in the year 1999 and no notice nor compensation was paid to the petitioner at the time of his disengagement. Now, it is crystal clear that the services of the petitioner have been illegally terminated by the respondents corporation without complying with the provisions of Industrial Disputes Act, 1947 as no notice nor compensation as envisaged under section 25F of the Industrial Disputes Act, 1947 was not given to the petitioner at the time of his disengagement. The only stand of the respondents is that the petitioner was engaged for specific period and on the completion of the project, the services of the petitioner were disengaged but it remains a fact that the respondents have failed to prove on record that against which project the petitioner was engaged and he was duly informed at the time of his engagement that his services were only required for the specific work and on the completion of such specific work, his services would stand automatically terminated. It is the duty of the respondent to incorporate all the facts in writing to the petitioner at the time of his engagement as daily wages worker that his engagement was for specific period and for specific purpose and after the completion of the project his services would be terminated but in the instant case, the respondents have neither issued any order to the petitioner about his engagement nor any notice and compensation as envisaged under section 25F of the Industrial Disputes Act, 1947 was given to the petitioner on the completion of more than 240 working days in a calendar year as is evident from the mandays chart Ex. RB. It is well settled by our own Hon'ble High Court in 2008 (1) Shim. LC 513 case titled as Block Development Officer Pragpur Vs. Yoginder Kumar and others in which it was held that:-

“Industrial Disputes Act, 1947, section 25F. Benefit under section 25F extended. Daily wages. Plea of project employment rejected.”

14. In the instant case, the respondents have also taken the plea of project employment but the respondents have failed to prove on record that the engagement of the petitioner was purely on contract basis as no contract/agreement was executed between the parties about the engagement of the petitioner against the work of project. Thus, having regard to the above cited ruling and having regard to the entire evidence on record and in view of the fact that the engagement of the petitioner was not for specific work and specific time, who was engaged by the respondents corporation as daily wages workman and then tracer draughtsman and his termination without any notice and compensation is held illegal and against the provisions of Industrial Disputes Act, 1947.

15. It is also the case of the respondents that the petitioner was engaged for 89 days from time to time, hence the petitioner is not entitled to the benefits as envisaged under section 25F of the Industrial disputes Act, 1947. I find no force in this contention as it is well settled by their lordships of Hon'ble Supreme Court as reported in Haryana State Electronics Development Corporation Limited Vs Mamnl, (2006) 9 SCC 434. that appointment for a short period

(89 days) and termination of services at the end of the said period and reappointment after a gap of one day, such action of termination and reappointment repeated again and again for a period of about one year and a half year, in such circumstances, the Hon'ble Supreme Court has held the termination not bonafide but adopted to defeat the object of the Act. Thus it is not covered by section 2(o) (b) of the Industrial Disputes Act, 1947.

16. Similarly our own Hon'ble High Court in case Shri Manoj Kumar Sharma Vs. HRTC & Another in CWP No. 39 of 06 dated 28.5.2007 has held that the intention of the management was not to engage the respondent workman for a specified period was to defeat the rights of a workman under section 25-F of the Act as in that case also the petitioner was initially appointed for 89 days and after giving him fictional breaks, reappointed for another 89 days followed by one year appointment. The practice has been adopted by the management of HRTC to defeat the provisions of section 25F of the Industrial Disputes Act, 1947 which amounts to unfair labour practice. In the instant case, the petitioner has put in 303 working days in twelve calendar months preceding his termination as admitted by RW1 Er. Devinder Madaik, Assistant Engineer, HPTDC Shimla, who has further admitted that no notice nor compensation was given to the petitioner at the time of his disengagement and obviously therefore, I have no hesitation in coming to the conclusion that the services of the petitioner has been wrongly terminated by the respondents w.e.f. 8.3.2000 without complying with the provisions of the Industrial Disputes Act, 1947. Accordingly, issue no.1 is decided in favour of petitioner and against the respondents.

Issue No. 2.

17. Since I have held under issue no.1 above that the termination of services of the petitioner by the respondents without following with the provisions of Industrial Disputes Act, 1947 is improper, illegal and unjustified, hence the petitioner is held entitled to reinstatement in service alongwith seniority and continuity. However, the petitioner is not entitled to back wages as he has not placed any material on record to substantiate that he was not gainfully employed after his termination. Accordingly, issue no.2 is decided against the respondents and in favour of the petitioner.

Issue No. 3.

18. In support of this issue, no evidence was led by the respondent being the legal issue. However, I find nothing wrong with the claim of petitioner which is perfectly maintainable in the present form. Accordingly, issue no.3 is decided in favour of petitioner and against the respondents.

RELIEF

As a sequel to my above discussion and findings on issue no.1 to 3, the claim of the petitioner succeeds and is hereby allowed and the petitioner is ordered to be reinstated in service forthwith with seniority and continuity from the date of his illegal termination. However the petitioner is not entitled to back wages as he has not placed any material on record to substantiate that he was not gainfully employed after his termination. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion, be consigned to records.

Announced in the open court today on this day of 30th November, 2009 in the presence of parties counsels.

J. S MAHANTAN,
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

IN THE COURT OF JAGMOHAN SINGH MAHANTAN, PRESIDING JUDGE, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA, H.P.

Ref No. 148 of 2006
Instituted on 18.11.2006.
Decided on. 30.11.2009.

Rakesh Kumar S/o Shri Jai Ram R/o Village Jaguni, P.O Dansa, Tehsil Rampur, District Shimla, HP.

..Petitioner.

Vs.

The Managing Director, HP State Financial Corporation, Himrus Building, Circular Road Shimla-1.

..Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947.

For petitioner : Shri Shashi Shirshoo, Ld. Csl.

For respondent : Shri J.L. Kashyap, Ld. Csl.

AWARD

1. The following reference has been received from appropriate government by this Court for adjudication:

“Whether the termination of services of Shri Rakesh Kumar S/o Shri Jai Ram daily wages Chowkidar by the Managing Director, HP State Financial Corporation, Himrus Building Circular Road, Shimla-1 w.e.f. 9.7.2004 without complying the provisions of Industrial Disputes Act, 1947 is proper and justified? If not, what relief of service benefits and amount of compensation, the above aggrieved workman is entitled to?”

2. The petitioner has filed a claim asserting therein that he was engaged as Chowkidar on daily wages basis w.e.f. 5.9.1997 in branch office of Baddi at Jharmajari by the respondent corporation and continued as such without any break till 8.7.2004 and on 9.7.2004 when the petitioner came to attend his work, the concerned Incharge did not allow him and told that his services have been terminated and that the petitioner visited the branch office many times for his reengagement but to no avail. The services of the petitioner have been terminated orally and no notice under section 25F of the Industrial Disputes Act, 1947 was served upon him and also no retrenchment compensation was tendered in lieu of services rendered by the petitioner for the last eight years and the petitioner has completed more than 240 days in each calendar year and has worked continuously without any break and as such the petitioner has attained the status of temporary employee in view of section 25B of the Industrial Disputes Act, 1947 and even no enquiry was conducted prior to retrenching the services of the petitioner which is mandatory in the eyes of law and that many junior workmen are still continuing with the respondent and the services of the petitioner were abruptly terminated without any reason which is against the principle of last come first go and that the petitioner worked with dedication and sincerity and there is no complaint against the petitioner from his superiors and the petitioner spent eight years of his prime youth with the respondent corporation, who was rewarded with retrenchment and even the work of the petitioner was appreciated by the Deputy General Manager vide certificates dated 6.9.2002 and 19.9.2003 and also recommended to the Managing Director for regularizing the services of the petitioner. It is also submitted that the petitioner not only used to work as Chowkidar but also performed other duties, who was deputed to take the record of the cases to the advocate and also to attend the courts at a regular intervals and the Manager Legal issued orders in writing to the petitioner to attend the cases and assist the advocates from time to time and that the retrenchment of the petitioner is totally in violation of section 25F & 25B of the Industrial Disputes Act, 1947 and as such prayed for reinstatement in service w.e.f. 9.4.2004 with all consequential benefits i.e. seniority, arrears of back wages and regularization, hence this claim duly supported by an affidavit.

3. The respondent resisted and contested the claim of the petitioner, which filed reply inter alia raising preliminary objections that the petitioner was engaged as daily wages Chowkidar on contract basis for watch and ward the assets of various industrial units which were taken over under section 29 of the SFCs Act, 1951 by the respondent corporation from time to time w.e.f. 5.9.1997 to 8.7.2004 and the engagement of the petitioner was co-terminus with the sale of the unit under section 29 of the SFCs Act, 1951 and the units have been sold by the respondent corporation, hence the services of the petitioner automatically discontinued in view of terms and conditions of contract which does not attract the definition of the term retrenchment and that the respondent corporation does not have any regular vacancy of Chowkidar in taken over units and the work of Chowkidar in taken over units are of casual nature and since the engagement was on contract basis, hence the completion of 240 days of continuous service in a year cannot entitle him for his regularization and that there is no industrial activities in the closed/sick units at the time of taken over of the assets by the respondent corporation and the petitioner was appointed/engaged in the taken over units and closed unit for watch and ward purposes and as such the petitioner cannot be deemed as an employee of the industrial concern under the Act and that the corporation has not framed any rules for engaging the services of daily wages chowkidars in the taken over units and that the respondent corporation is not the employer. On merits, it is contended that the petitioner is not entitled to be reengaged in the services as he was engaged purely on contract basis at his instance for specific purpose. It is also contended that the petitioner was engaged in the various units w.e.f. 5.9.1997 to 8.7.2004 for watch and ward, who was engaged for M/s A-1 Accurax India Sector-2, Parwanoo w.e.f. 5.9.1997 to 31.5.1998, M/s Chandi Poly Fab Barotiwala w.e.f. 1.6.1998 to 18.2.1999, M/s J.B Machining works (P) Ltd. Solan w.e.f. 12.9.1999 to 28.2.1999, M/s Vishnu Pipe (P) Ltd. Baddi w.e.f. 1.3.1999 to 31.5.2000, M/s Shewtank Offset Printers, Solan w.e.f. 1.6.2000 to 30.6.2000, M/s Royal Biscuits, Parwanoo w.e.f. 1.7.2002 to 31.1.2004 and with M/s Nector Products India (P) Ltd. Barotiwala w.e.f. 1.2.2004 to 8.7.2004 and every time the petitioner was engaged at his request, who was also executed temporary agreement for his engagement, who did not execute the agreement for his engagement in M/s J.B Machining works (P) Ltd. Solan and M/s Nector Product (India) (P) Ltd. Barotiwala in spite of directions and the copies of temporary engagements are enclosed. It is further contended that the petitioner has agreed that his services would be limited either till the date of sale of unit or till the possession is restored to the owner, hence he will no claim against the respondent and that the respondent has rightly terminated the services of the petitioner as his services were not

found satisfactory, who remained missing from the duties number of times and the action of the respondent is in consonance with the provisions of the agreements and the provisions of sections 25F and 25B of the Industrial Disputes Act, 1947 do not attract in the facts and circumstances of the case. It is denied that the petitioner visited the office of the respondent for many times for his reengagement and that in view of the complaints received from the other chowkidars posted by the respondent in taken over premises, the respondent after enquiry, terminated the services of the petitioner and as such prayed for the dismissal of the claim.

4. In the rejoinder, the petitioner controverted the assertions made in the reply and reaffirmed and reiterated the averments of the petition.

5. The following issues were framed by this Court on 26.8.2008 on the pleadings of the parties.

1. Whether the termination of services of Shri Rakesh Kumar daily wages chowkidar by the M.D HP state Financial Corporation district Shimla w.e.f. 9.7.2004 without complying the provisions of I.D Act, 1947 is improper and unjustified as alleged? ..OPP.
2. If issue no.1 is proved in affirmative to what relief the petitioner is entitled to? ..OPP.
3. Relief

6. I have heard the Ld. Counsels for the parties and have gone through the record of the case.

7. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings on the aforesaid issues are as under:

Issue No. 1 : Yes.

Issue No. 2 : Entitled for reinstatement in service with seniority and continuity but without back wages.

Relief : Reference answered in affirmative per operative part of award.

REASONS FOR FINDINGS

Issue No.1.

8. Coming to this issue, the petitioner has examined himself as PW1, who has stated that he was engaged as chowkidar by the respondent on 5.9.1997 at Parwanoo where he continued as such till 8.7.2004 and then he was terminated from service without notice and without compensation. He had worked for more than 240 working days in each calendar year preceding his termination and his salary was paid by the respondent. No agreement was executed by the respondent nor any appointment letter was issued to him. He never appended his signatures on any agreement. No charge sheet nor enquiry was conducted against him and his juniors S/Shri Madan Kishore and Om Parkash were engaged by the respondent and the then AGM Shri G.C Chopra issued two certificates mark A & B regarding employment to him, who also recommended his case for engagement on daily wages to the M.D HPFC, Shimla and as such prayed for reinstatement in service with all consequential benefits.

9. To rebut the case of the petitioner, the respondent has examined Shri Gain Chand Chopra, Deputy General Manager, HPFC, Jharmajri as RW1, who has tendered affidavit Ex. RA in his evidence alongwith agreements mark X1 to mark X5 having been executed by the petitioner and the respondent corporation. In cross examination he has proved the experience certificates Ex. PA & PB which were given to the petitioner by him, who has also admitted that no enquiry was conducted by the respondent against the petitioner.

10. The case of the petitioner is that he was engaged as chowkidar on daily wages by the respondent to watch and ward the taken over unit, who had completed more than 240 days in each calendar year preceding his termination whose termination is bad under the law without notice and compensation and even juniors to him are still continuing with the respondent and as such he is entitled for reinstatement in service with all consequential benefits.

11. On the contrary, the respondent contends that the petitioner was legally terminated from service as the engagement of the petitioner was purely on co-terminus basis and even the petitioner never remained the employee of the respondent corporation at any point of time, hence the petitioner is not entitled to any relief as claimed by him.

12. I have considered the respective contentions of both the parties and have scrutinized the record of the case.

13. After the close scrutiny of the record of the case, it remains a fact that the petitioner was engaged as chowkidar to watch and ward the taken over units by the respondent corporation which were taken over by the respondent corporation under section 29 of the State Financial Corporation Act, 1951 and as such the petitioner continued till 8.7.2004 when the unit was sold. It is also proved on record that the petitioner has completed more than 240 working days in twelve calendar months preceding his disengagement which is not disputed by the respondent. No doubt, the respondent has tried to establish on record that the engagement of the petitioner was purely on temporary basis but there is nothing on record which could show the terms and conditions of the employment. In the absence of evidence as to the terms of the employment of the petitioner and in view of the admitted fact that the petitioner has been in continuous service for a period of more than 240 working days in twelve calendar months preceding his termination and even the respondent has miserably failed to discharge the onus that the employment of a workman falls within the exceptions or excluded categories mentioned in section 2(oo) of the Industrial Disputes Act, 1947 is heavily on the employer. Moreover, there is nothing on record which could go to show that the services of the petitioner have been legally terminated by the respondent. The Hon^{ble} Supreme Court in Hari Mohan Rastogi Vs. Labour Court and another (1984) Suppl. SCC 428 has held that:

“Termination of service not covered within the excepted or excluded categories mentioned in section 2(oo) amounts to retrenchment and non compliance with section 25F of Industrial disputes Act, 1947 would vitiate such termination.”

Similarly, our own Hon^{ble} High Court in CWP no. 739 of 1998 dated 1.12.2003 titled as Branch Manger HPFC and another Vs. Vidhi Singh and another and CWP no. 741 of 1998 dated 1.12.2003 in case titled as Branch Manager HPFC and another Vs. Hem Raj and another has held that :

“The termination of services of the two respondents by the petitioner without complying with the requirements of section 25F is bad in law.”

In the instant case, the respondent has failed to give notice under section 25F of the Industrial Disputes Act, 1947 to the petitioner at the time of his retrenchment especially when the petitioner has completed 240 working days in twelve calendar months preceding his termination which is not disputed by the respondent. It is also borne out from the record that the respondent has tried to establish on record that the petitioner was not the employee of the respondent corporation but it remains a fact that the petitioner was engaged as daily wages chowkidar by the respondent corporation to look after the taken over units from time to time and the wages were paid to the petitioner by the respondent and therefore this contention has no force, hence rejected.

14. Thus, having regard to the entire evidence on record and having regard to the fact that the services of the petitioner have been illegally terminated by the respondent without following the provisions of section 25F of the Industrial Disputes Act, 1947 on the completion of 240 working days in twelve calendar months preceding his termination as the respondent has failed to prove on record that the proper and legal notice was given to the petitioner at the time of his retrenchment Moreover, Section 25-F of the "Act" says that:

25-F. CONDITIONS PRECEDENT TO RETRENCHMENT OF WORKMEN.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment compensation which shall be equivalent of fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)

15. Thus, it is proved on record that the respondent has failed to comply with the provisions of section 25F properly which has not served the legal notice on the state government as may be specified by notification in the official gazette as envisaged under section 25F © of the Industrial Disputes Act, 1947.

16. It is also the case of the petitioner that juniors to him are still working with the respondent corporation but the respondent has failed to prove on record that no juniors to the petitioner are still continuing with them as the

respondent has failed to produce the record of the daily wages chowkidars, who were engaged by them to look after the assets/taken over units and in the absence of such record, the contention of the petitioner remained unchallenged and unsheltered by the respondent and obviously therefore, it can safely be concluded that juniors to the petitioner are still continuing with the respondent, hence there is utter violation of sections 25G & H of the Industrial Disputes Act, 1947.

Here I am fortified with a view taken by their lordships of Hon^{ble} Supreme Court incase titled as State of Haryana Vs. Dilbag Singh reported in 2007 LLR 72 SC in which it was held that :

“Where Labour found that person junior to respondent was still working and thus there was breach of section 25G & 25H of the Act. Court directed reinstatement with 50% back wages.”

Similarly our own Hon^{ble} High Court of HP has held incase titled as State of HP & Others V/s Bhatag Ram & Anr. as reported in latest HLJ 2007 (HP) 903. in which it was held that :-

“Continuing of 240 days not necessary in 12 calendar months. It is not necessary to workman to complete 240 days during 12 months for taking the benefits of section 25-G & 25-H of the Act.”

Thus, having regard to the entire evidence on record and in view of the above cited rulings, I have no hesitation in coming to the conclusion that the services of the petitioner have been illegally terminated by the respondent w.e.f. 9.7.2004 without following the mandatory provisions of Industrial Disputes Act, 1947. Accordingly, issue no.1 is decided in favour of the petitioner and against the respondent.

Issue No. 2.

17. Since I have held under issue no.1 above that the services of the petitioner have been illegally terminated by the respondent without following the mandatory provisions of Industrial Disputes Act, 1947, hence the petitioner is held entitled to reinstatement as chowkidar from the date of his illegal retrenchment with seniority and continuity in service. However, the petitioner is not entitled to back wages as he has not placed any material on record to substantiate that he was not gainfully employed after his termination. Accordingly, issue no.2 is decided in favour of petitioner and against the respondent.

RELIEF

As a sequel to my above discussion and findings on issue no.1 & 2, the claim of the petitioner succeeds and is hereby allowed and the petitioner is ordered to be reinstated in service from the date of his illegal retrenchment forthwith with seniority and continuity. However the petitioner is not entitled to back wages as he has not placed any material on record to substantiate that he was not gainfully employed after his termination. Let a copy of this award be sent to the appropriate government for publication in official gazette. File, after completion, be consigned to records.

Announced in the open court today on this day of 30th November, 2009 in the presence of parties counsels.

J. S MAHANTAN,
*Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.*

IN THE COURT OF JAGMOHAN SINGH MAHANTAN, PRESIDING JUDGE, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA

Ref. No. 176 of 2006
Instituted on. 18.11.2006.
Decided on. 30.11.2009.

Devinder Kumar S/o Shri Sukh Dayal R/o Village Pandoga, Tehsil & District Una, H.P.

..Petitioner.

Versus

1. The Dy. Divisional Manager, (L&L) Himachal Road Transport Corporation, Head Office Shimla, division Shimla-4.
2. The Regional Manager, Himachal Road Transport Corporation, Section -1 Taradevi, Shimla-10.

..Respondents.

For petitioner: Shri J.C Bhardwaj, Ld. AR.

For respondent: Shri Rajesh Verma, Ld. Csl.

AWARD

1. The following reference has been received from appropriate government by this court for adjudication:

“Whether the action of the (1) Dy. Divisional Manager, (L&L) Himachal Road Transport Corporation, Head Office Shimla, division Shimla-4 (2) the Regional Manager, Himachal Road Transport Corporation, Section -1 Tara Devi, Shimla-10 to terminate the services of Shri Devinder Kumar S/o Shri Sukh Dayal ex driver before completion of contract period w.e.f. 24.7.1999 without conducting any domestic enquiry as alleged by the workman is proper and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workman is entitled to?”

2. The petitioner has filed a separate claim asserting therein that the petitioner was appointed as driver in the respondent corporation on 30.12.1998 vide letter dated 2.1.1999 and prior to his appointment, the petitioner had undergone training for driver which was imparted by the HRTC training school Taradevi, who had passed the final driving test which is a compulsory condition to become driver in the corporation and as such the petitioner was appointed as per the terms given in the appointment letter for a period of one year and likely to be continued as per clause 3 of the appointment letter but the services of the petitioner in breach of the terms specified in the appointment letter on 24.7.1999 without serving any notice as per the terms of the appointment letter/agreement which was mala fide and arbitrary as based on surmises and conjectures and against the law of natural justice and that the services of the petitioner were terminated without any show cause notice, charge sheet and without holding any enquiry and that the respondents have failed to appreciate the honesty and the wisdom of the petitioner while he was driving the bus no. HIS-2337 near Kharapathar where a truck was standing on the road side and the road was narrow to give the pass to another vehicle but under the pressure of the passengers, the petitioner being a dutiful driver tried to take the pass through the narrow road and during this process all the passengers of the vehicle were asked to get alighted from the bus by the petitioner and during this crossing, the bus was rolled down due to which injuries were caused to the petitioner but with his wisdom, he was able to save all the passengers travelling in that bus but the respondent had failed to appreciate the wise action of the petitioner and that the respondents have also failed to wait the judgment of the Ld. Court where the workman was being tried under section 279 and 337 for alleged accident and the petitioner was acquitted vide its judgment annexure PD, hence he cannot be held negligent of duty but the petitioner was passing the bus after vacating the passengers from the bus and that there was no departmental charges framed against the petitioner and the termination duly covered under the ambit of retrenchment under section 2 (oo) of the Industrial disputes Act, 1947 and the respondents did not comply with the statutory provisions of section 25G & H of the Act as many juniors were retained in the employment by the respondents and that the respondents did not serve one month's notice to the petitioner nor paid the wages in lieu thereof as per the terms of the appointment letter and that the termination is nonest in the eyes of law and that the accident occurred due to natural calamity which was beyond the control and capacity of the petitioner and as such the petitioner cannot be blamed or held responsible for this unfortunate accident and that the petitioner remained on medical leave w.e.f. 10.6.1999 to 30.6.1999, who joined his duties on 2.7.1999 and worked upto 24.7.1999 when he was terminated from service without affording an opportunity of being heard and that the petitioner was paid Rs. 4020/- only against his earned wages for twenty four working days by the respondents and the amount was shown as one month wages paid in lieu of notice to the petitioner which was never paid to the petitioner at the time of his termination and that the respondents passed the termination order in violation of article 311 of the Constitution of India and that the petitioner also preferred an appeal before the Divisional Manager Shimla as well as mercy appeal was also preferred to the Managing Director of Himachal Pradesh Road Transport Corporation but these appeals were rejected by the superiors and that the removal of the petitioner from service by the respondents has made his integrity doubtful in the eyes of one and all and as such the petitioner is unemployed from the date of his illegal termination and as such prayed for reinstatement in service with retrospective effective alongwith full backwages, seniority and consequential benefits, hence this claim.

3. The respondents resisted and contested the claim of petitioner, which filed reply inter alia raising preliminary objections of maintainability and that the petitioner does not fall within the definition of a workman and barred by delay and laches. On merits, it is contended that the petitioner was appointed on 30.12.1998 on contract basis for a period of one year but as per the contract executed, the services of the petitioner were terminated in consonance with the terms and conditions of the agreement as the petitioner was not found suitable and efficient and that as per the terms and conditions of the contract, the services of the petitioner could be terminated even before the period of one year if the petitioner was found unsuitable, who had caused an accident due to his carelessness, hence his services were terminated and that the petitioner was a contractual employee, hence his termination does not fall within the ambit of section 200 of the Industrial Disputes Act, 1947, hence no notice was required to be given to the petitioner whose services have been rightly terminated as per the terms and conditions of the contract/agreement and as such no

notice was required to be given to the petitioner and that the petitioner has concocted a false story and if the truck was standing on the road and the remaining road was narrow then the petitioner should have applied his mind not to cross the truck. It is also submitted that the bus suffered an extensive damage of Rs. 88,000/- having been spent on the repair of the bus and Rs. 30,000/- was paid to the owner of the saw mill for the damages caused to the saw mill and that the judgment of the SDJM will have no effect on the termination of the petitioner and that the petitioner has been paid an amount of Rs. 4020/- vide cheque in lieu of the notice which was duly received by him and that the services of the petitioner were legally terminated. It is denied that the accident had occurred due to natural calamity which was occurred due to the carelessness of the petitioner and the services of the petitioner were terminated vide office order dated 24.7.1999 after paying one month salary in lieu of the notice and that the person who is negligent and inefficient in performing the duties cannot be retained in service and as such prayed for the dismissal of claim petition and the reply is duly supported by an affidavit.

4. In the rejoinder, the petitioner controverted the assertions made in the reply and reiterated and reaffirmed the averments of the petition.

5. The following issues were framed by this Court on 21.2.2009.

1. Whether the action of Dy. Divisional Manager (L&L) HRTC Shimla and Regional Manager, HRTC Taradevi to terminate the services of the petitioner Shri Devinder Kumar ex driver before completion of contract period w.e.f. 24.7.1999 without conducting any domestic enquiry is improper and unjustified as alleged? ..OPP.
2. If issue no.1 is proved, to what relief of service benefits and amount of compensation the petitioner is entitled to? ..OPP.
3. Whether the claim of the petitioner is not maintainable? ..OPR.
4. Whether the petitioner is not a workman? ..OPR.
5. Whether the petition is not maintainable due to delay and laches as the same has been filed after a period of more than five years? ..OPR.
6. Relief.
6. I have heard the learned AR for the petitioner and learned counsel for the respondents and have gone through the record of the case.

7. For the reasons to be recorded hereinafter while discussing issues for determination my findings on the aforesaid issues are as under.

Issue No. 1 : Yes.

Issue No. 2 : Entitled for reinstatement in service along with seniority and continuity but without back wages.

Issue No. 3 : No.

Issue No. 4 : No.

Issue No. 5 : No.

Relief : Reference answered in affirmative per operative part of award.

REASONS FOR FINDINGS

Issue No. 1 :

8. Coming to issue no.1, the petitioner has examined himself as PW-1, who has stated on oath that he was engaged as driver in HRTC w.e.f. 30.12.1998 and proved the appointment letter Ex. PA, who joined the services on 2.1.1999 vide office order Ex. PB. He had undergone the departmental training at Taradevi for three months. He was driving the bus from Mandol to Shimla and when he reached near Kharapathar, a truck was standing on the road and the road was very narrow and some passengers suggested that the bus could cross the truck but when he was taking the pass from the truck, the retaining wall collapsed as a result of which the bus rolled down 10 to 15 ft. from the main road and no passenger was injured and no damage was caused to the bus. He suffered some injuries due to which he was admitted in Jubbal Hospital and the department registered a case against him under section 279 and 337 IPC and the case was tried in the Court of Ld. SDJM Jubbal and he was acquitted in the case vide judgment Ex. PC and his services were terminated before the judgment vide termination order Ex. PD. He preferred an appeal before the Divisional Manager HRTC vide Ex. PE and before the M.D vide Ex. PF. No enquiry was held against him before termination. His juniors Leela Dutt, Nirmal Singh, Prem Lal and Sultan Singh are still working with the respondent and many others

were also engaged by the respondent after his termination and as such prayed for reinstatement in service alongwith all consequential benefits.

9. To rebut the case of the petitioner, the respondents examined Shri Anil Sen, Deputy Divisional Manager, HRTC Taradevi as RW1, who has stated the petitioner was engaged as driver in HRTC in the year 1998 for one year vide agreement Ex. RA and proved the appointment letter of the petitioner Ex. RB and during the period, the petitioner met with an accident near Kharapathar in July, 1999 and the services of the petitioner were terminated on the basis of agreement vide termination letter Ex. RC. The petitioner preferred a mercy appeal before the M.D which was dismissed by him and then one month salary was paid to the petitioner vide cheque no. 1037164 at the time of termination.

10. The case of the petitioner is that he being driver of respondent having been appointed for a period of one year and his termination before the expiry of the contract is wrong, illegal and without compliance of the Industrial Disputes Act, 1947 and moreover no domestic enquiry was conducted against him by the respondents before his termination which is against the provisions of natural justice as no opportunity of being heard was afforded to him and even juniors to him are still working with the respondents and as such he is entitled for the protection of section 25-F of the Industrial disputes Act, 1947.

11. On the contrary, the respondents contend that the petitioner is not entitled to any benefits under the Industrial Disputes Act, 1947 as he was engaged on contract basis whose services have been terminated as per the terms and conditions of the contract/agreement, who was found inefficient and negligent in his duties and due to his carelessness, accident took place for which the corporation had suffered huge loss, hence the services of the petitioner have been rightly terminated by the respondents.

12. I have considered the respective contention of both the parties and have scrutinized the record of the case.

13. After the close scrutiny of the record of the case, there is no dispute about the appointment of the petitioner as driver on contract basis, who was appointed as driver by the respondents on 30.12.1998 as is evident from the appointment letter Ex. PA placed on record, who was subsequently terminated vide office order dated 24th July, 1999 without conducting any domestic enquiry in utter violation of principle of natural justice in which one month pay in lieu of notice was paid through cheque. No doubt, the respondents have tried to establish on record that the petitioner was rightly terminated from service as the petitioner met with an accident at Kharapathar due to his carelessness and the corporation suffered huge financial loss for which he was awarded the punishment of termination and the respondents have registered a case against the petitioner for which he was tried under section 279 and 337 IPC before the Ld. JMJC Jubbal in which the petitioner was acquitted after granting him the benefit of doubt as is evident from the judgment of Ld. JMJC Jubbal Ex. PC placed on record. However, it is significant to note that no domestic enquiry was conducted by the respondents against the petitioner and no opportunity of being heard was afforded to him which is violative of the principle of natural justice. Apart from it, RW1 Shri Anil Sen, D.D. M HRTC Taradevi has admitted in his cross examination that the junior to the petitioner are still continuing and are made regular and obviously therefore, it was held by their lordships of Hon'ble Supreme Court in case titled as State of Haryana Vs. Dilbag Singh reported in 2007 LLR 72 SC in which it was held that :

“Where Labour found that person junior to respondent was still working and thus there was breach of section 25G & 25H of the Act. Court directed reinstatement with 50% back wages.”

Similarly, our own Hon'ble High Court of HP has held in case titled as State of HP & Others V/s Bhatag Ram & Anr. as reported in latest HLJ 2007 (HP) 903. in which it was held that:-

“Continuing of 240 days not necessary in 12 calendar months. It is not necessary to workman to complete 240 days during 12 months for taking the benefits of section 25-G & 25-H of the Act.”

Thus, having regard to the entire evidence on record and on the strength of above cited rulings, it can safely be concluded that the action of D.D.M (L&L) HRTC Shimla and R.M HRTC Taradevi to terminate the service of petitioner an ex driver before completion of contract w.e.f. 24.7.1999 without holding any domestic enquiry, without any speaking order of any misconduct as is evident from Ex. PD placed on record and without following the mandatory provisions of Industrial Disputes Act, 1947 especially when his juniors are continuing and made regular by the respondent corporation. Accordingly issue no.1 is decided in favour of the petitioner and against the respondents.

Issue No. 2 :

14. Since I have held under issue no.1 above, that the services of the petitioner has been illegally terminated by the respondent without holding any domestic enquiry, without any speaking order of any misconduct as is evident

from Ex. PD placed on record and without following the mandatory provisions of Industrial Disputes Act, 1947, hence the petitioner is held entitled to reinstatement in service with seniority and continuity from the date of illegal retrenchment. However, the petitioner is not entitled to back wages as he has not placed any material on record to substantiate that he was not gainfully employed after his retrenchment. Accordingly, issue no.2 is decided in favour of petitioner and against the respondents.

Issue No. 3.

15. In order to prove this issue, no evidence was led by the respondent nor it was pressed during the course of arguments. However I find nothing wrong with this claim of the petitioner which is perfectly maintainable in the present form. Accordingly, issue no.3 is decided in favour of the petitioner and against the respondents.

Issue No. 4:

16. In support of this issue, no evidence was led by the respondents in order to show that the petitioner is not a workman. However, it is well settled that the driver of HRTC is workman within the definition of section 2 (s) of the Industrial Disputes Act, 1947 and as such I hold that the petitioner is a workman and the issue is decided in favour of the petitioner and against the respondents.

Issue No. 5:

17. In support of this issue no evidence was led by the respondent being the legal issue. However, I have scrutinized the record of the case and observed that there is no limitation under the Industrial Disputes Act, 1947 as it was held by their lordships of *Hon'ble Supreme Court reported in (1999) 6 SCC 82 case titled as Ajayab Singh Vs. Sirhind Co-operative Marketing –cum- processing Service Society Limited and Another.* in which it was held that:-

“the provisions of Article 137 of Limitation Act, 1963 are not applicable to the proceeding under the ID Act. The relief under the ID Act cannot be denied merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the Labour Court can be generally questioned on the ground of delay alone”

Accordingly, on the strength of this ruling, it can safely be concluded that there is no limitation under the Industrial Disputes Act, 1947 and the claim is perfectly maintainable. Accordingly, issue no.5 is decided in favour of petitioner and against the respondents.

RELIEF

As a sequel to my above discussion and findings on issue no.1 to 5, the claim of the petitioner succeeds and is hereby allowed and the petitioner is ordered to be reinstated in service forthwith with seniority and continuity in service from the date of his illegal termination. However, the petitioner is not entitled to back wages as he has not placed any material on record to substantiate that he was not gainfully employed after his termination as a result of which the reference is ordered to be answered in affirmative. Let a copy of this award be sent to the appropriate government of publication in official gazette. File, after completion, be consigned to records.

Announced in the open court today on this day of 30th November, 2009 in the presence of parties.

J.S. MAHANTAN,
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla.

**IN THE COURT OF JAGMOHAN SINGH MAHANTAN, PRESIDING JUDGE, INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SHIMLA CAMP AT NAHAN**

Ref No. 347 of 2002.
Instituted on 28.10.2002.
Decided on 26.11.2009.

Ram Gopal S/o Shri Tara Chand R/o Lal Kothi, Foundry Colony, Nahan, District Sirmour, H.P. ..Petitioner.

Vs.

The Executive Engineer, (Mechanical) HP PWD & IPH State Workshop Nahan, District Sirmour, H.P.

..Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947.

For petitioner: Shri Prashant Thakur, Ld. Csl.

For respondent: Shri Jagdish Kanwar, Ld. DDA.

AWARD

1. The following reference has been received from appropriate government by this court for adjudication:

“Whether the demand raised by Shri Ram Gopal S/o Shri Tara Chand peon through the Nahan Foundry Mazdoor Union, Nahan District Sirmour for the pay scale of Rs. 950-1800 for the post of Book Binder at the time of conversion w.e.f. 1.10.1988 from Nahan Foundry to HPPWD and IPH state workshop Nahan District Sirmour HP is proper and justified? If so, its effect?”

2. The petitioner filed the statement of claim asserting therein that the petitioner joined the erstwhile Nahan Foundry Ltd. Nahan on 1.4.1977 as unskilled worker and that the petitioner was later on promoted to the category of semi skilled worker as book binder vide office order dated 14.2.1981 w.e.f. 1.2.1981 in the pay scale of Rs. 210-4-250-EB-5-270-5-290 and confirmed as semi skilled book binder w.e.f. 1.10.1982 and that there arose some administrative problem in the Nahan Foundry Ltd. Nahan due to which the Nahan Foundry was converted into IPH/PWD State Workshop w.e.f. 1.10.1988 and the services of workers were transferred into HPPWD/IPH workshop w.e.f. 1.10.1988 and that the terms and conditions of taken over are that whatever pay scales and other conditions of services are applicable to HP government employees/PWD employees, the same would be applicable to the transferred employees also and that the petitioner was working as book binder on 1.10.1988 and after the conversion of Nahan Foundry into PWD/IPH state workshop, the petitioner was re-designated as peon by reducing his rank from book binder and the pay scale of Rs. 810-1440 was given to the petitioner which was further revised to Rs. 800-1445 w.e.f. 1.1.1993 instead of pay scale of Rs. 950-1800 as admissible to the book binder and that the petitioner was already appointed to the post of book binder w.e.f. 1.2.1981 in the central pay scale before conversion of Nahan Foundry into PWD/IPH workshop and that the petitioner represented to the respondent demanding the pay scale of Rs. 950-1800 but the demand of the petitioner was turned down by the respondent vide letter dated 10.2.1998 and that the action of the respondent by reducing the rank of the petitioner and not granting the pay scale of book binder at par with the book binders in the other government department is violative of the article 14 & 16 of the constitution of India and also contrary to the terms and conditions of taken over of respondent department and as such prayed for the pay scale of Rs. 950-1800 w.e.f. 1.10.1988 with arrears, hence this claim.

3. The respondent resisted and contested the claim of the petitioner which filed reply interalia raising preliminary objections that the petition is bad for non joinder of necessary parties and that the petitioner was initially served with Nahan Foundry which was later on taken over by the HP Government and re-designated as HP PWD and IPH State Workshop, Nahan and the services of the petitioner alongwith other employees were taken over by the state workshop and that the petitioner was appointed as canteen boy on consolidated remuneration salary vide office order dated 10.7.1973 @ Rs. 90 per month on the basis of selection by the selection committee on purely temporary basis with a condition that his services are liable to be terminated without notice and after completion of three years, the services of the petitioner were absorbed in the regular grade as an unskilled worker in the pay scale of Rs. 196-232 with immediate effect and that the petitioner was promoted as semi skilled book binder vide office order dated 14.2.1981 w.e.f. 1.2.1981 in the pay scale of Rs. 210-4-250-EB-5-270-5-290 on probation period of one year and after the conversion of Nahan Foundry into PWD/IPH state workshop, the petitioner was redesignated as peon in the pay scale of Rs. 810-1440 vide office order dated 11.6.1990 w.e.f. 1.10.1988 and that the demand of the petitioner for higher pay scale of Rs. 950-1800 which was further revised to Rs. 3120-5160 w.e.f. 1.1.1996, meant for skilled category for which he is in feeder category and that the petitioner was informed vide letter dated 10.2.1988 that he is not entitled for higher pay scale. On merits, it is contended that the petitioner was working as semi skilled book binder in Nahan Foundry in the central pay scale of Rs. 800-1150 and the petitioner was redesignated as peon in the HP corresponding pay scale of Rs. 810-1440 vide notification dated 9.3.1990 and the pay scale as demanded by the petitioner is meant for skilled category for which the petitioner is not entitled being in the feeder category and that the petitioner opted come over to PWD department with his existing designation and corresponding pay scale and that as per rules of Himachal Pradesh government, the petitioner has been given the benefits of assured carrier progression scheme which was not available to him during the services of Nahan Foundry Ltd. Nahan so that there is no discrimination policy has been adopted against the petitioner and as such prayed for the dismissal of the claim.

4. In the rejoinder, the petitioner controverted the assertions made in the reply and reiterated the averments of the petition.

5. The following issues were framed by this Court on 8.5.2006 on the pleadings of the parties.

1. Whether the petitioner is entitled for the revision of pay scales w.e.f. 1.10.1988? ..OPP.
2. Whether the petition in the present form is not maintainable? ..OPR.
3. Relief.

6. I have heard the Ld. Counsels for the parties and have gone through the record of the case.

7. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings on the aforesaid issues are as under:

Issue No. 1 : No.

Issue No. 2. : No.

Relief : Reference answered in negative per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 :

8. Coming to issue no.1, the petitioner has examined himself as PW1, who tendered affidavit Ex. PA in his evidence.

9. To rebut the case of the petitioner, the respondent has examined Shri A.K Nanda Office of Superintending Engineer Mechanical, Nahan Foundry, Nahan as RW1, who has sated that the petitioner was employed as canteen boy in 1973, who was made regular after three years as unskilled worker and subsequently he was promoted as skilled worker in 1981 and on 1.10.1988, Nahan Foundry was taken over by the HP PWD & IPH workshop vide notification Ex. PB and all the employees of Nahan Foundry were given the pay scale of HP State Government after seeking the option from them and the petitioner also gave option of the state pay scale in the year 1988 and then the order was passed in the year 1990 and in the year 1990 when the petitioner was made book binder and since there was stagnation in the cadre, hence ACPS was granted to the petitioner from time to time and there was no R&P Rules in HPPWD department and that was why the ACPS was granted as per the terms and conditions of the notification and now the petitioner is working as book binder in the printing press and the petitioner is not entitled to be given the scale of book binder of HP Govt. printing press.

10. The case of the petitioner is that he being the book binder of the respondent is entitled to the pay scale of Rs. 950-1800 w.e.f. 1.10.1988 as admissible to the book binders of HP govt. Printing Press alongwith arrears.

13. On the contrary, the respondent contends that there is no R&P Rules in HPPWD Department of the Book Binders and there was stagnation in the cadre, hence ACPS was granted to the petitioner from time to time and the Book Binder of HPPWD cannot be equated with the Book Binders of HP Govt. Printing Press.

14. I have considered the respective contentions of both the parties and have scrutinized the record of the case.

15. After the close scrutiny of the record of the case, it remains a fact that the services of petitioner were taken over by the HPPWD/IPH Workshop, Nahan when the assets and liabilities of the Nahan Foundry, Nahan were taken over by the HP Government on 1.10.1988. It is not disputed that the petitioner joined the Nahan Foundry as Canteen Boy in 1973, who was made regular after three years as unskilled worker. It is also clear that the petitioner became Book Binder of Nahan Foundry in 1981 but he was made Book Binder by HPPWD in 1990. It is borne out from the record that there is no R&P Rules for Book Binders in HPPWD Department and as such no such pay scale is prescribed for the post of Book Binders. On the contrary, the post of Book Binder in HP Govt. Press is a technical post having R&P Rules for the Book Binders and therefore, the post of Book Binder of HPPWD/IPH Workshop cannot be equated with HP Govt. Printing Press especially when the post of Book Binder of the respondent is a feeder post in a semi skilled category. It is significant to note that the petitioner has admitted in his cross examination that he does not know whether the post of Book Binder is not in HPPWD. He has also admitted that he was given the similar pay scale which he was drawing while working in Nahan Foundry and that the pay scale granted by the State is Ex. PC which is not acceptable to him. He has further admitted that he has given the option and accepted the scale granted to the employees vide Ex. PC and his option is Ex. PD, who has further admitted that he is getting the ACPS/ (Assured Progressive Carrier Scheme) and the benefit of this scheme is being given after 8, 16, 24 and 32 years. He has further stated that he does not know whether skilled category is not existing in the HPPWD Department and therefore, it does not lie in the mouth of the petitioner to claim the pay scale of Book Binder at par with the HP Govt. Printing Press,

Shimla of skilled category especially when there is no post of Book Binder of skilled category in HPPWD department. Moreover, the petitioner was compensated by granting him the financial benefits of ACPS from time to time i.e after 8, 16, 24 and 32 years and therefore the petitioner has miserably failed to make out a case of Book Binder at par with HP Govt. Printing Press Shimla and as such the petitioner is not entitled to be granted the same pay scale of Book Binder w.e.f. 1.10.1988 without any basis and foundation. Accordingly, issue no.1 is decided in favour of the respondent and against the petitioner.

Issue No. 2 :

16. In support of this issue, no evidence was led by the respondent nor it was pressed during the course of arguments. In view of no such evidence on record, this issue is decided in negative.

RELIEF

As a sequel to my above discussion and findings on issues No.1 & 2, the claim of the petitioner fails and is hereby dismissed as a result of which the reference is ordered to be answered in negative. Let a copy of this award be sent to the appropriate government for publication in the Official Gazette. File, after completion, be consigned to records.

Announced in the open court today on this day of 26th November, 2009 in the presence of parties counsels.

JAGMOHAN SINGH MAHANTAN,
Presiding Judge,
Industrial Tribunal-cum- Labour Court, Shimla
Camp at Nahan.

उच्चतर शिक्षा विभाग

अधिसूचना

शिमला-2, 6 अगस्त, 2010

संख्या ई0डी0एन0-ए0-क(3)-13/2009.—हिमाचल प्रदेश की राज्यपाल, मानव भारती विश्वविद्यालय (स्थापना और विनियमन) अधिनियम, 2009 (2009 का अधिनियम संख्यांक 22) की धारा 26 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मानव भारती विश्वविद्यालय के प्रथम परिनियम निम्नलिखित रूप में बनाती हैं, अर्थात्:—

मानव भारती विश्वविद्यालय के प्रथम परिनियम

1. **संक्षिप्त नाम और प्रारम्भ.**—इन परिनियमों का संक्षिप्त नाम मानव भारती विश्वविद्यालय के प्रथम परिनियम, 2010 है ।

(2) ये परिनियम राजपत्र में इनके प्रकाशन की तारीख से प्रवृत्त होंगे ।

2. **परिभाषाएं.**—(1) इन परिनियमों में जब तक कि कोई बात विषय या सन्दर्भ के विरुद्ध न हो,—

- (क) "विद्या इकाईयों" से विश्वविद्यालय द्वारा स्थापित और अनुरक्षित संस्थाएं, विद्यालय, महाविद्यालय, विभाग आदि अभिप्रेत हैं;
- (ख) "अधिनियम" से मानव भारती विश्वविद्यालय (स्थापना और विनियमन) अधिनियम, 2009 अभिप्रेत है;
- (ग) "प्राधिकरण" से विश्वविद्यालय का कोई प्राधिकरण अभिप्रेत है;
- (घ) "कर्मचारी" से विश्वविद्यालय के समस्त कर्मचारी अभिप्रेत हैं चाहे वे अध्यापन या अध्यापनेतर हों;

(ड) "अधिकारी" से विश्वविद्यालय का अधिकारी अभिप्रेत हैं; और

(च) "धारा" से अधिनियम की धारा अभिप्रेत है ।

(2) समस्त शब्दों और पदों के, जो इन परिनियमों में प्रयुक्त हैं किन्तु परिभाषित नहीं हैं, वही अर्थ होंगे, जो अधिनियम में कमशः उनके हैं ।

3. विश्वविद्यालय के अन्य अधिकारी.—धारा 11 में विनिर्दिष्ट अधिकारियों के अतिरिक्त निम्नलिखित अन्य अधिकारी भी होंगे, अर्थात् :—

- (i) शैक्षणिक क्रियाकलाप अधिष्ठाता (डीन ऑफ अकैडमिक अफेयरज);
- (ii) संकाय अधिष्ठाता (डीन ऑफ फैकल्टी);
- (iii) अध्ययन अधिष्ठाता (डीन ऑफ स्टडीज) ;
- (iv) छात्र कल्याण अधिष्ठाता (डीन ऑफ स्टुडेंट्स वेलफेयरज);
- (v) स्नातकोत्तर अध्ययन अधिष्ठाता (डीन ऑफ पोस्ट ग्रेजुएट स्टडीज);
- (vi) को-ऑपरेटिव स्टडीज और स्थानन अधिष्ठाता (डीन ऑफ को-ऑपरेटिव स्टडीज एण्ड प्लेसमेन्ट);
- (vii) परीक्षा नियन्त्रक; और
- (viii) पुस्तकालयाध्यक्ष ।

4. कुलाधिपति की शक्तियां और कृत्य.—(1) कुलाधिपति, धारा 12 की उपधारा (4) के अधीन उसे प्रदत्त शक्तियों के अतिरिक्त निम्नलिखित शक्तियों का प्रयोग करेगा, अर्थात्:—

- (क) वह शासी निकाय का अध्यक्ष होगा;
- (ख) उसे किसी ऐसे अधिकारी या अधिकारियों द्वारा, जैसा वह निर्दिष्ट करे, विश्वविद्यालय या किसी विद्या इकाई या संकाय का, उसके भवनों, प्रयोगशालाओं, अभिलेख या उपस्कर सहित, और इसके द्वारा संचालित और करवाई गई परीक्षाओं, अध्यापन और अन्य कार्य का निरीक्षण करने या निरीक्षण करवाने या उसी रीति में विश्वविद्यालय या किसी विद्या इकाई के प्रशासन और वित्त से सम्बन्धित किसी अन्य विषय की बाबत जांच करवाने का अधिकार होगा ।
- (ग) विश्वविद्यालय या किसी विद्या इकाई के किसी भी क्रियाकलाप से सम्बन्धित इसके निरीक्षण या जांच की दशा में वह, ऐसे निरीक्षण या जांच का परिणाम, उस पर अपने दृष्टिकोण (मत) सहित, कुलपति को संसूचित करेगा और उस पर कार्रवाई किए जाने की बाबत परामर्श देगा तथा कुलाधिपति, द्वारा दी गई रिपोर्ट की प्राप्ति पर, कुलपति, उसे प्रबन्ध बोर्ड को विचार करने के लिए तत्काल संसूचित करेगा और प्रबन्ध बोर्ड, कुलपति के माध्यम से ऐसे निरीक्षण या जांच के परिणाम पर ऐसी कार्रवाई, यदि कोई हो, जिसका करना वह प्रस्तावित करे या जो उस द्वारा की गई हो, कुलाधिपति को संसूचित करेगा ।
- (घ) जहां, यथास्थिति, प्रबन्ध बोर्ड या संकाय का प्रबन्ध या विद्या इकाई उसके समाधानप्रद रूप में कार्रवाई नहीं करती है, तो वह, यथास्थिति, प्रबन्ध बोर्ड या संकाय के प्रबन्ध या विद्या इकाई द्वारा दिए गए किसी स्पष्टीकरण या किए गए अभ्यावेदन पर विचार करने के पश्चात्, ऐसे

निदेश जारी करेगा, जैसे वह उचित समझे तथा, यथास्थिति, विश्वविद्यालय या संकाय या विद्या इकाई ऐसे निदेशों की अनुपालना करेगी ।

- (ड) पूर्वगामी उपबन्धों पर प्रतिकूल प्रभाव डाले बिना, वह लिखित में आदेश द्वारा, यथास्थिति, विश्वविद्यालय या इसके किसी प्राधिकरण की कार्यवाहियों को या किसी अधिकारी के ऐसे विनिश्चय को बातिल कर सकेगा, जो, अधिनियम या इन परिनियमों या यथास्थिति, पश्चात्पूर्वी परिनियमों या अध्यादेशों के अनुरूप न हो :

परन्तु ऐसा आदेश करने से पूर्व वह, यथास्थिति, विश्वविद्यालय या संकाय या इसकी किसी विद्या इकाई, को कारण बताने हेतु बुलाएगा, कि क्यों ऐसा आदेश नहीं किया जाना चाहिए और यदि इस निमित्त विनिर्दिष्ट अवधि के भीतर उसके द्वारा कोई कारण दर्शित किया जाए, तो वह उस पर विचार करेगा ।

(2) जब कुलाधिपति मुख्यालय से बाहर है या बीमारी के कारण अथवा किसी अन्य कारण से अपने कर्तव्यों का पालन करने में असमर्थ है, तो कुलपति, और यदि कुलपति का पद भी रिक्त है, तो ऐसा अधिकारी, जिसे कुलाधिपति नियुक्त करे, उसके कर्तव्यों का पालन करेगा तथा, यथास्थिति, कुलपति, या उसके द्वारा नियुक्त अधिकारी पूर्वतर अवसर पर, उस द्वारा की गई कार्यवाही की रिपोर्ट उसकी पुष्टि के लिए करेगा :

परन्तु यदि की गई कार्यवाही का उसके द्वारा अनुमोदन नहीं किया जाता है, तो उस पर उसका विनिश्चय अंतिम होगा ।

5. कुलपति की सेवा के निबन्धन और शर्तें तथा शक्तियां और कृत्य.—(1) कुलपति पूर्णकालिक वैतनिक अधिकारी होगा ।

(2) कुलपति को किराया मुक्त आवास उपलब्ध करवाया जाएगा और उसका पूर्ण रख-रखाव किया जाएगा ।

(3) कुलपति, कुलाधिपति को सम्बोधित एक मास की अवधि के स्वहस्ताक्षरित लिखित नोटिस की तामील कर अपना पद त्याग सकेगा :

परन्तु जहां समुचित आधार हों, कुलाधिपति नोटिस की अवधि का अधित्यजन करके, त्यागपत्र को तत्काल स्वीकार कर सकेगा ।

(4) यदि कुलपति का कार्यालय त्यागपत्र के कारण या अन्यथा रिक्त हो जाता है, तो कुलाधिपति अपनी पसन्द के किसी भी अधिकारी को नियुक्त कर सकेगा, जो कुलपति के कर्तव्यों का निर्वहन, तब तक करेगा जब तक, यथास्थिति, स्थाई आधार पर रिक्ति भरी नहीं जाती है या जब तक कुलपति अपने कर्तव्यों को फिर से संभाल नहीं लेता, और इस प्रकार नियुक्त अधिकारी को कुलपति की समस्त शक्तियां होंगी तथा वह कुलपति के विशेषाधिकारों और सुख सुविधाओं का हकदार होगा:

परन्तु ऐसी अंतरिम व्यवस्था ऐसी व्यवस्था के किए जाने की तारीख से एक वर्ष की अवधि से अधिक के लिए नहीं होगी ।

(5) कुलपति, अधिनियम की धारा 13 के अधीन उसे प्रदत्त शक्तियों के अतिरिक्त, निम्नलिखित शक्तियों और कृत्यों का प्रयोग तथा पालन करेगा, अर्थात्:—

(क) वह किसी भी प्राधिकरण की किसी भी बैठक में उपस्थित होने और उसको सम्बोधित करने का हकदार होगा ;

(ख) वह, विश्वविद्यालय के क्रियाकलापों पर नियन्त्रण रखेगा और समस्त प्राधिकरणों के विनिश्चयों को पूर्ण अभिप्राय से प्रभाव देगा तथा यह सुनिश्चित करेगा कि वे प्रकृति और व्यवहार में विरोधात्मक न हों ;

(ग) उसके पास ऐसी समस्त शक्तियां होंगी जो विश्वविद्यालय में समुचित अनुशासन को बनाए रखने के लिए आवश्यक हों और वह ऐसी किन्हीं शक्तियों को, ऐसे किसी अधिकारी या अधिकारियों को प्रत्यायोजित कर सकेगा, जिन्हें वह उचित समझे ;

(घ) वह, अधिष्ठाताओं (डीनज), प्राचार्यों, आचार्यों, सह आचार्यों, उपाचार्यों (रीडरों), प्राध्यापकों, पुस्तकालयाध्यक्ष, अन्य शिक्षकों और विश्वविद्यालय द्वारा स्थापित विद्या इकाई के ऐसे शैक्षणिक कर्मचारिवृन्द की, उस प्रयोजन के लिए कुलाधिपति द्वारा गठित चयन समितियों की सिफारिशों पर, नियुक्तियां करेगा, जो आवश्यक हों । वह ऐसी समिति (समितियों) का अध्यक्ष होगा:

परन्तु वह ऐसे अधिकारियों की, एक वर्ष से अनधिक अवधि के लिए, लघु अवधि की नियुक्तियां कर सकेगा, जो विश्वविद्यालय के कृत्यों के लिए आवश्यक समझी जाएं ;

(ङ) वह, विश्वविद्यालय के किसी भी अधिकारी को अनुपस्थिति छुट्टी प्रदान करेगा और उसकी अनुपस्थिति की अवधि के दौरान, ऐसे अधिकारी के कृत्यों के निर्वहन के लिए आवश्यक व्यवस्था करेगा ;

(च) वह, किसी कर्मचारी को अनुपस्थिति छुट्टी प्रदान करेगा और यदि वह ऐसा विनिश्चय करता है, तो वह ऐसी शक्तियों को किसी अन्य अधिकारी या अधिकारियों को प्रत्यायोजित कर सकेगा ;

(छ) उसके पास किसी भी कर्मचारी के विरुद्ध, किसी लोप या कार्य, कर्तव्य की अवहेलना आदि, के लिए अनुशासनात्मक कार्रवाई करने का प्राधिकार होगा, जैसा पश्चात्वर्ती परिनियमों द्वारा विनिर्दिष्ट किया जाए:

परन्तु यदि उसकी रिपोर्ट पर, किसी प्राधिकरण द्वारा लिया गया विनिश्चय, विश्वविद्यालय की सेवा में रत किसी व्यक्ति पर प्रतिकूल प्रभाव डालता है, तो उक्त व्यक्ति उस तारीख, जिसको उसे ऐसा विनिश्चय संसूचित किया गया है, से तीस दिन के भीतर, कुलाधिपति को अपील कर सकेगा और ऐसी अपील पर कुलाधिपति का विनिश्चय अन्तिम होगा ;

(ज) उसे शासी निकाय को छोड़कर विभिन्न प्राधिकरणों की बैठकें बुलाने या बुलाए जाने की शक्ति होगी ;

(झ) यदि उस की राय में किसी ऐसे मामले में, जिसके लिए शक्तियां इस अधिनियम के अधीन किसी अन्य प्राधिकरण को प्रदत्त की गई हैं, तुरन्त कार्रवाई करना आवश्यक हो, तो वह ऐसी कार्रवाई कर सकेगा, जैसी वह आवश्यक समझे और तत्पश्चात् अपनी कार्रवाई की रिपोर्ट, यथासंभव शीघ्र अवसर पर ऐसे अधिकारी या प्राधिकरण को करेगा, जिसने सामान्य अनुक्रम में मामले को निपटाया होता:

परन्तु यदि सम्बन्धित अधिकारी या प्राधिकरण की राय में उसके द्वारा ऐसी कार्रवाई नहीं की जानी थी, तब ऐसा मामला कुलाधिपति को निर्दिष्ट किया जाएगा, जिस पर उसका विनिश्चय अंतिम होगा ;

(ञ) वह, यथास्थिति, विश्वविद्यालय अनुदान आयोग या अखिल भारतीय तकनीकी शिक्षा परिषद् या राष्ट्रीय अध्यापन शिक्षा परिषद् या स्थापत्य कला परिषद् या विश्वविद्यालयों या फार्मसी परिषद् या एन0ए0ए0सी0 या एन0बी0ए0, अन्य राष्ट्रीय और अन्तर्राष्ट्रीय अभिकरणों तथा अन्य विनियामक निकायों के साथ एक महत्वपूर्ण कड़ी के रूप में कार्य करेगा ;

(ट) वह संस्था या विभागों के लिए एन0ए0ए0सी0 या एन0बी0ए0 प्रत्यायन प्राप्त करने, संस्था द्वारा उच्चतम संभव ग्रेड प्राप्त करने के लिए मार्गदर्शन करने और संचार-तन्त्र उपलब्ध करवाने के लिए तथा यू0 जी0सी0 या ए0आई0 सी0टी0ई0, राज्य और केन्द्रीय सरकारों सहित विभिन्न

निधिकरण अभिकरणों से वित्तीय अनुदान की अधिकतम रकम प्राप्त करने के लिए विभागों और संस्था को सहायता प्रदान करने हेतु पग उठाएगा ;

- (ठ) वह राज्य सरकार और केन्द्रीय सरकार दोनों की नवीनतम शैक्षिक नीतियों के साथ और विभिन्न विषयों (अनुशासनों) में समग्र ज्ञान तथा सामान्य प्रवृत्ति से भी अपने को अवगत रखेगा और उसके बारे में विभाग/संस्थाओं को भी अवगत रखेगा तथा उनके उचित कार्यान्वयन में उनका मार्गदर्शन करेगा ;
- (ड) वह, प्रत्येक शैक्षणिक वर्ष की समाप्ति पर, पश्चात्पूर्ति परिनियमों या अध्यादेशों में विनिर्दिष्ट रीति में, संकाय के सदस्यों द्वारा किए गए अध्यापन तथा अनुसंधान कार्य का निर्धारण और मूल्यांकन करेगा, यदि वह आवश्यक समझे तो वह इस प्रयोजन के लिए विशेषज्ञों की समिति नियुक्त कर सकेगा । ऐसे निर्धारण या मूल्यांकन पर, यदि उसकी राय है कि संकाय के किसी सदस्य का कार्य और आचरण संतोषजनक नहीं है, तो वह पश्चात्पूर्ति परिनियमों या अध्यादेशों में यथा अधिकथित रीति में, ऐसे सदस्य के विरुद्ध कार्रवाई प्रारम्भ कर सकेगा या करवा सकेगा ;
- (ढ) वह, ऐसी अन्य शक्तियों का प्रयोग करेगा, जो पश्चात्पूर्ति परिनियमों में विनिर्दिष्ट की जाएं; और
- (ण) वह, यह सुनिश्चित करेगा कि अधिनियम, परिनियमों, अध्यादेशों और विनियमों के उपबन्धों का सम्यक् रूप से अनुपालन और कार्यन्वयन किया जा रहा है तथा वह इस सम्बन्ध में समस्त आवश्यक पग उठाएगा ।
- (6) कुलपति की सेवा के अन्य निबन्धन और शर्तें ऐसी होंगी जो पश्चात्पूर्ति परिनियमों में विनिर्दिष्ट की जाएं ।

6. रजिस्ट्रार की नियुक्ति, सेवा के निबन्धन और शर्तें तथा उसकी शक्तियां और कृत्य—(1)
रजिस्ट्रार को प्रयाजनों के लिए कुलपति की अध्यक्षता में गठित चयन समिति की सिफारिशों पर, सेवा के ऐसे निबन्धनों और शर्तों पर, जैसे पश्चात्पूर्ति परिनियमों या अध्यादेशों में विनिर्दिष्ट किए जाएं कुलाधिपति द्वारा नियुक्त किया जाएगा ।

(2) जब रजिस्ट्रार का पद रिक्त है और रजिस्ट्रार बीमारी के कारण या किसी अन्य कारण से अनुपस्थिति के कारण अपने शासकीय कर्तव्यों का पालन करने में असमर्थ, है तो उसके कर्तव्यों का पालन ऐसे अधिकारी द्वारा किया जाएगा, जिसे कुलपति, कुलाधिपति के अनुमोदन के अधधीन, नियुक्त करे ।

(3) रजिस्ट्रार विश्वविद्यालय का पूर्णकालिक वैतनिक अधिकारी होगा और कुलपति के नियन्त्रणाधीन कार्य करेगा ।

(4) रजिस्ट्रार का यह कर्तव्य होगा कि वह—

- (क) विश्वविद्यालय में प्रवेश के लिए आवेदन प्राप्त करने सहित वार्षिक या छह महीने के अध्ययन क्रम की व्यवस्था के लिए विभिन्न शैक्षणिक और प्रशासनिक क्रिया-कलापों के लिए समय-सारणी तैयार करें और इससे सम्बन्धित समस्त पाठ्य-विवरण, पाठ्यक्रम तथा सूचना का स्थाई अभिलेख रखे;
- (ख) ऐसी परीक्षाओं का ऐसी रीति में, जो पश्चात्पूर्ति परिनियमों में विनिर्दिष्ट की जाए, के संचालन हेतु परीक्षा नियन्त्रक की सहायता करे;
- (ग) विश्वविद्यालय द्वारा प्रदत्त समस्त उपाधियों, डिप्लोमों तथा शिक्षा सम्बन्धी उपाधियों (अकैडमिक डिस्टिंक्शन) का रजिस्टर बनाए रखे;

- (घ) विश्वविद्यालय के अभिलेख, सामान्य मुद्रा और अन्य सम्पत्तियों, जिन्हें कुलाधिपति उसके भारसाधन में सौंपे, को अभिरक्षा में ले;
- (ङ) कुलाधिपति को प्राधिकरणों की बैठकों की कार्यसूची की प्रतियां, जैसे ही वे जारी की जाएं, दे, और प्राधिकरणों की बैठकों के कार्यवृत्तों की प्रतियां, साधारणतया ऐसी बैठकों को करने के एक मास के भीतर दे;
- (च) विश्वविद्यालय द्वारा या उसके विरुद्ध वादों में या कार्यवाहियों में विश्वविद्यालय का प्रतिनिधित्व करे, मुख्तारनामे पर हस्ताक्षर करे, अभिवचनों को सत्यापित करे और इस प्रयोजन के लिए अपने प्रतिनिधि को नियुक्त करे;
- (छ) विश्वविद्यालय की ओर से करार, संविदाएं करे, दस्तावेजों पर हस्ताक्षर करे और अभिलेखों को अधिप्रमाणित करे; और
- (ज) ऐसे अन्य कृत्यों का पालन करे, जो उसे समय-समय पर, यथास्थिति, कुलपति और कुलाधिपति द्वारा सौंपे जाएं ।

7. मुख्य वित्त और लेखा अधिकारी की नियुक्ति, सेवा के निबन्धन और शर्तें तथा उसकी शक्तियां और कृत्य.—(1) मुख्य वित्त और लेखा अधिकारी को कुलाधिपति द्वारा, प्रयोजन के लिए कुलपति की अध्यक्षता में गठित चयन समिति की सिफारिशों पर, सेवा के ऐसे निबन्धनों और शर्तों पर, जो पश्चात्पूर्वी परिनियमों या अध्यादेशों में विनिर्दिष्ट किए जाएं, नियुक्त किया जाएगा ।

(2) मुख्य वित्त और लेखा अधिकारी, विश्वविद्यालय का पूर्णकालिक वैतनिक अधिकारी होगा तथा कुलपति के नियन्त्रणाधीन कार्य करेगा ।

(3) जब मुख्य वित्त और लेखा अधिकारी का पद रिक्त होता है या जब वह बीमारी के कारण या किसी अन्य कारण से अनुपस्थिति के कारण अपने शासकीय कर्तव्यों का पालन करने में असमर्थ रहता है, तो ऐसे कर्तव्यों का पालन उस अधिकारी द्वारा किया जाएगा, जिसे इस प्रयोजन के लिए कुलपति नियुक्त करे । ऐसी नियुक्ति एक वर्ष की अवधि के लिए या जब तक कुलाधिपति द्वारा स्थायी पदधारी को नियुक्त नहीं कर दिया जाता, जो भी पूर्वतर हो, होगी ।

(4) मुख्य वित्त और लेखा अधिकारी,—

- (क) विश्वविद्यालय की निधियों पर साधारण पर्यवेक्षण रखेगा और उसकी वित्तीय नीति के सम्बन्ध में उसे परामर्श देगा;
- (ख) विश्वविद्यालय के लेखों के उचित रख-रखाव के लिए उत्तरदायी होगा; और
- (ग) ऐसे अन्य वित्तीय कृत्यों का पालन करेगा, जो उसे कुलपति द्वारा सौंपे जाएं जो पश्चात्पूर्वी परिनियमों या अध्यादेशों में विनिर्दिष्ट किए जाएं ।

(5) कुलपति के नियन्त्रण के अध्याधीन मुख्य वित्त और लेखा अधिकारी,—

- (क) विश्वविद्यालय के उद्देश्यों को अग्रसर करने के लिए न्यास और विन्यास सम्पत्ति सहित, सम्पत्ति और विनिधानों को धारण करेगा और उनका प्रबन्ध करेगा ;
- (ख) यह सुनिश्चित करेगा कि आवर्ती तथा अनावर्ती व्यय, वित्त समिति द्वारा वित्तीय वर्ष के लिए नियत सीमाओं से अधिक न किया जाए और समस्त धन का व्यय उन्हीं प्रयोजनों के लिए किया जाए, जिनके लिए वह मंजूर या आबंटित किया गया है ;

- (ग) अगले वित्तीय वर्ष के लिए विश्वविद्यालय के वार्षिक लेखे और बजट तैयार किए जाने और उन्हें, कुलपति के माध्यम द्वारा प्रबन्ध बोर्ड को प्रस्तुत किए जाने के साथ-साथ यह सुनिश्चित करने के लिए भी उत्तरदायी होगा, कि वित्तीय मंजूरियां समय पर अभिप्राप्त कर ली जाएं ;
- (घ) नकद और बैंक अतिशेषों की स्थिति और विनिधानों की स्थिति पर, बराबर नजर रखेगा ;
- (ङ) राजस्व के संग्रहण तथा उसकी प्रगति पर नजर रखेगा और इस निमित्त संग्रहण की बाबत, अपनाए गए तरीकों पर परामर्श देगा ;
- (च) विश्वविद्यालय से सम्बन्धित समस्त धन को, कुलाधिपति द्वारा अनुमोदित अनुसूचित बैंक में रखेगा;
- (छ) यह सुनिश्चित करेगा कि सम्पत्तियों, भवनों, भूमि, फर्नीचर और उपस्करों के रजिस्टर अद्यतन रखे जाएं और समस्त कार्यालयों और विद्या इकाईयों में उपस्करों और उपभोग्य सामग्री के स्टॉक का निरीक्षण नियमित अन्तरालों पर, या जैसा समय-समय पर अपेक्षित हो, किया गया है;
- (ज) किसी विद्या इकाई से कोई ऐसी सूचना या विवरणियां मंगवाएगा, जिन्हें वह अपने वित्तीय उत्तरदायित्वों के निर्वहन में आवश्यक समझे; और
- (झ) कार्यसूची तैयार करेगा और जारी करेगा तथा वित्त समिति की बैठकों के कार्यवृत्त बनाए रखेगा और उक्त समिति की ओर से पत्र-व्यवहार का संचालन करेगा।
- (6) मुख्य वित्त और लेखा अधिकारी या कुलाधिपति द्वारा इस निमित्त सम्यक रूप से प्राधिकृत अधिकारी (अधिकारियों) द्वारा, विश्वविद्यालय को संदेय धन के लिए जारी रसीद, उस धन के लिए पर्याप्त उन्मोचन होगी।

8. शैक्षणिक कार्यकलाप अधिष्ठाता (डीन ऑफ अकेडमिक अफेयरज) की नियुक्ति, सेवा के निबन्धन और शर्तें और उसकी शक्तियां और कृत्य.—(1) कुलपति द्वारा, प्रबन्ध बोर्ड की सिफारिशों पर, विश्वविद्यालय के शिक्षकों, जो आचार्य की पंक्ति से नीचे के न हों में से शैक्षणिक कार्यकलाप अधिष्ठाता नियुक्त किया जाएगा।

(2) शैक्षणिक कार्यकलाप अधिष्ठाता की सेवा के निबन्धन और शर्तें ऐसी होंगी, जो पश्चात्पूर्ति परिनियमों में विनिर्दिष्ट की जाएं।

(3) शैक्षणिक कार्यकलाप अधिष्ठाता प्रत्यक्षतः कुलपति को रिपोर्ट करेगा और निम्नलिखित कृत्यों का पालन करेगा, अर्थात्: —

- (क) विभिन्न विद्या इकाईयों द्वारा स्थापित किए जाने वाले नए शैक्षणिक कार्यक्रमों के पाठ्य तैयार करना;
- (ख) विश्वविद्यालय के विभिन्न कार्यक्रमों के विद्यमान शैक्षणिक कार्यक्रम के पाठ्य विवरण को अद्यतन करना;
- (ग) अन्तर-विषय और संयुक्त उपाधि शैक्षणिक कार्यक्रम और उनके पाठ्य विवरण को तैयार करना;
- (घ) राष्ट्रीय और अन्तरराष्ट्रीय दोनों अभिकरणों सहित, समुचित अधिकृत/वृत्तिक अभिकरणों से प्रत्यायन प्राप्त करना ;
- (ङ) विश्वविद्यालय के लिए, भारत और विदेश दोनों में, ख्याति प्राप्त संस्थानों के साथ, शैक्षणिक सहयोग विकसित करना;

- (च) नए शैक्षणिक कार्यक्रम तैयार करने और कतिपय अन्य कार्यक्रमों का विलोपन करने की बाबत कुलपति को सिफारिश करना;
- (छ) परिसर (कैम्पस) छात्रों के लिए राज्य/केन्द्रीय सरकार की विभिन्न छात्रवृत्तियों की स्कीमों का कार्यान्वयन करना तथा नियन्त्रण रखना;
- (ज) इन-हाउस मैगजीनों और अन्य उसी तरह के प्रकाशनों को, मुख्य सम्पादक तथा समन्वयक के रूप में प्रकाशित करना;
- (झ) विश्वविद्यालय के अध्यापन विभागों के अध्यापन कर्मचारिवृन्द के कार्य, का जब कभी आवश्यक हो, समन्वयन करना परन्तु संकाय अधिष्ठाता या विभागाध्यक्षों के उनके अपने-अपने विभागों के कार्य में प्रत्यक्षतः नियन्त्रण न रखना ;
- (ञ) संकाय/विद्यालय/महाविद्यालय/संस्थाओं विभागों में अध्यापन और अनुसंधान मानकों को विकसित करने और उनमें सुधार लाने के लिए शैक्षणिक मार्गदर्शक के रूप में कार्य करना;
- (ट) विभिन्न शैक्षिक प्रक्रियाओं और प्रणालियों की कृत्यशीलता में नवीन प्रौद्योगिकी और विचार लाने की दृष्टि से नवीनीकरण और नए विचारों का सुझाव देना तथा प्रस्तावित करना; और
- (ठ) कुलपति और या कुलाधिपति द्वारा उसे आबंटित किसी अन्य कर्तव्य या कृत्य का पालन करना।

9. संकाय अधिष्ठाता(ओं) (डीन ऑफ फैकैल्टी) की नियुक्ति, उसकी सेवा के निबन्धन और शर्तें तथा उसकी शक्तियां और कृत्य.—(1) कुलपति द्वारा, प्रबन्ध बोर्ड की सिफारिश पर प्रत्येक संकाय में विश्वविद्यालय के शिक्षकों, जो आचार्य की पंक्ति से नीचे के न हों, में से संकाय अधिष्ठाता नियुक्त किया जाएगा।

(2) संकाय अधिष्ठाता की सेवा के निबन्धन और शर्तें ऐसी होंगी, जो पश्चात्पूर्वी परिनियमों में विनिर्दिष्ट की जाएं।

(3) संकाय अधिष्ठाता प्रत्यक्षतः कुलपति को रिपोर्ट करेगा और निम्नलिखित कृत्यों का पालन करेगा, अर्थात्:—

- (क) वह विद्या इकाईयों के कृत्यों और विकास को देखगा और ऐसे कर्तव्यों का पालन करने के लिए शैक्षणिक अधिष्ठाताओं के साथ समन्वयन करेगा ;
- (ख) वह विद्या इकाईयों की समस्त शैक्षणिक और प्रशासनिक विषयों की बाबत कुलपति को परामर्श देगा; और
- (ग) विभिन्न विद्या इकाईयों के प्रमुख, नियमित तौर पर उसे रिपोर्ट करेंगे।

10. अध्ययन अधिष्ठाता (डीन ऑफ स्टडीज) की नियुक्ति, उसकी सेवा के निबन्धन और शर्तें तथा उसकी शक्तियां और कृत्य.—(1) कुलपति द्वारा, प्रत्येक संकाय में विश्वविद्यालय के शिक्षकों, जो आचार्य की पंक्ति से नीचे के न हों, में से कुलपति की अध्यक्षता वाली चयन समिति की सिफारिशों पर, अध्ययन अधिष्ठाता नियुक्त किया जाएगा।

(2) जब अध्ययन अधिष्ठाता का पद रिक्त हो जाता है या जब वह बीमारी या किसी अन्य कारण से अनुपस्थिति के कारण अपने कर्तव्यों का निर्वहन करने में असमर्थ है, तो उसके कर्तव्यों का निर्वहन ऐसे अधिकारी द्वारा किया जाएगा, जिसे कुलपति इस प्रयोजन के लिए नियुक्त करे।

(3) अध्ययन अधिष्ठाता, विद्या इकाईयों में अध्ययन और अनुसन्धान के संचालन तथा उनका स्तर बनाए रखने के लिए उत्तरदायी होगा ।

(4) अध्ययन अधिष्ठाता की सेवा के निबन्धन और शर्तें तथा कर्तव्य और शक्तियाँ ऐसी होंगी, जो पश्चात्पूर्वी परिनियमों और अध्यादेशों में विनिर्दिष्ट की जाएं ।

11. छात्र कल्याण अधिष्ठाता (डीन ऑफ स्टूडेंट्स वेलफेयर) की नियुक्ति, सेवा के निबन्धन और शर्तें तथा उसकी शक्तियाँ और कृत्य.—(1) छात्र कल्याण अधिष्ठाता को, कुलपति द्वारा, विश्वविद्यालय के शिक्षकों में से या जो किसी अन्य विश्वविद्यालय के शिक्षक रहे हों में से या किसी अन्य उपयुक्त व्यक्ति में से जो आचार्य की पंक्ति से नीचे का नहीं होगा या समतुल्य अनुभव वालों में से, कुलपति की अध्यक्षता वाली चयन समिति की सिफारिशों पर, नियुक्त किया जाएगा । वह कुलपति को रिपोर्ट करेगा ।

(2) छात्र कल्याण अधिष्ठाता की सेवा के निबन्धन और शर्तें ऐसी होंगी, जो पश्चात्पूर्वी परिनियमों और अध्यादेशों में विनिर्दिष्ट की जाएं ।

(3) छात्र कल्याण अधिष्ठाता कुलपति के अनुमादेन से, निम्नलिखित कृत्यों का पालन करेगा, अर्थात्:—

(क) विश्वविद्यालय के विभिन्न छात्रावासों में छात्र निवास का प्रबन्ध करना और विश्वविद्यालय में अध्ययन करने वाले छात्रों के अनुशासन का पर्यवेक्षण करना;

(ख) विश्वविद्यालय परिसर (केम्पस) में छात्रों के पाठ्यक्रमेतर और सांस्कृतिक गतिविधियों की योजना, आयोजन तथा पर्यवेक्षण करना ;

(ग) विश्वविद्यालय परिसर (केम्पस) में छात्रों के शारीरिक कल्याण, एन0सी0सी0 तथा एन0एस0एस0 गतिविधियों की देखरेख करना;

(घ) परिसर (केम्पस) में या बाहर विश्वविद्यालय के छात्रों में अनुशासन से सम्बन्धित समस्त मामले, सिवाय उन मामलों के, जो शैक्षणिक कार्य से सम्बन्धित हैं, जिन्हें विभागाध्यक्षों और/या अध्ययन अधिष्ठाता द्वारा निपटाया जाएगा, को निपटाना और सम्यक् जांच के पश्चात् ऐसी शास्तियाँ अधिरोपित करना, जो आवश्यक समझी जाएं;

(ङ) विश्वविद्यालय के छात्रों के कल्याण की अभिवृद्धि के लिए अर्थोपाय करना जिसके अन्तर्गत उनमें सामाजिक, नैतिक तथा भावनात्मक मूल्य और बौद्धिक मूल्यों का अंतर्निवेश करना, महान विचारों, जैसे कि देश के प्रति वफादारी, सदभावपूर्वक सह-अस्तित्व, कर्तव्यनिष्ठा और सच्चाई के अनुसरण के लिए आदर भाव उत्पन्न करना तथा अध्ययन और अन्य पाठ्यक्रमेतर गतिविधियों तथा खेल-कूद (स्पोर्ट्स) आदि में उत्कृष्टता के लिए भाव उत्पन्न करना है ;

(च) छात्र कल्याण अधिष्ठाता के कार्यालय पर सम्पूर्ण नियन्त्रण और पर्यवेक्षण रखना; और

(छ) कुलपति द्वारा समय-समय पर उसे आबंटित किसी अन्य कर्तव्य या कृत्य का पालन करना ।

(4) कुलपति, छात्र कल्याण अधिष्ठाता की अनुपस्थिति में उसके किन्हीं या समस्त कर्तव्यों का पालन करने के लिए, किसी अन्य व्यक्ति को प्राधिकृत कर सकेगा ।

12. स्नातकोत्तर अध्ययन अधिष्ठाता (डीन ऑफ पोस्टग्रेजुएट स्टडीज स्नातकोत्तर पोस्टग्रेजुएट) की नियुक्ति, सेवा के निबन्धन और शर्तें तथा उसकी शक्तियाँ और कृत्य.—(1) स्नातकोत्तर अध्ययन अधिष्ठाता, कुलपति द्वारा, विश्वविद्यालय के शिक्षकों में से या किसी अन्य विश्वविद्यालय के शिक्षकों में से, जो आचार्य की पंक्ति से नीचे के या समतुल्य अनुसंधान तथा उद्योग अर्हता से नीचे के न हों, कुलपति की अध्यक्षता वाली चयन समिति की सिफारिशों पर, नियुक्त किया जाएगा ।

(2) स्नातकोत्तर अध्ययन अधिष्ठाता की सेवा के निबन्धन और शर्तें ऐसी होंगी, जो पश्चात्पूर्वी परिनियमों तथा अध्यादेशों में विनिर्दिष्ट की जाएं ।

(3) स्नातकोत्तर अध्ययन अधिष्ठाता, कुलपति के अनुमोदन से निम्नलिखित शक्तियों का प्रयोग तथा कृत्यों का पालन करेगा तथा कुलपति को सीधे रिपोर्ट करेगा :-

- (क) विद्या इकाई में स्नातकोत्तर अध्ययन अनुसंधान का आयोजन और समन्वयन तथा संचालन करना;
- (ख) विश्वविद्यालय स्तर पर अपने-अपने संकाय अधिष्ठाताओं और अध्ययन अधिष्ठाताओं के माध्यम से समस्त शैक्षणिक क्रियाकलापों का समन्वयन करना;
- (ग) विश्वविद्यालय के अध्यापन विभागों के अध्यापन कर्मचारीवृन्द के कार्य का, जब कभी आवश्यक हो समन्वयन करना, परन्तु संकाय अधिष्ठाताओं, अध्ययन अधिष्ठाताओं और विभागाध्यक्षों के उनके अपने-अपने विभागों के कार्य में प्रत्यक्षतः नियन्त्रण न करना;
- (घ) विद्या इकाईयों में अध्यापन और अनुसंधान मानकों को विकसित करने और उनमें सुधार लाने के लिए शैक्षणिक मार्गदर्शक के रूप में कार्य करना;
- (ङ) विभिन्न शैक्षिक प्रक्रियाओं और प्रणालियों की कृत्यशीलता में नवीनतम प्रौद्योगिकी और विचार लाने की दृष्टि से नवीनीकरण और नए विचारों का सुझाव देना तथा प्रस्तावित करना; और
- (च) कुलपति द्वारा उसे आबन्धित किसी अन्य कर्तव्य या कृत्य का पालन करना ।

(4) कुलपति, विश्वविद्यालय के किसी अधिकारी को, उसकी अनुपस्थिति में, उसकी किन्हीं या समस्त शक्तियों का प्रयोग करने के लिए, प्राधिकृत कर सकेगा ।

13. को-ऑपरेटिव स्टडीज और स्थानन अधिष्ठाता (डीन ऑफ को-ऑपरेटिव स्टडीज एण्ड प्लेसमेंट) की नियुक्ति, सेवा के निबन्धन और शर्तें तथा उसकी शक्तियां और कृत्य.—(1) को-ऑपरेटिव स्टडीज और स्थानन अधिष्ठाता को, कुलपति द्वारा, विश्वविद्यालय के शिक्षकों में से या जो किसी अन्य विश्वविद्यालय का शिक्षक रहा हो में से या किसी उपयुक्त व्यक्ति में से, जो आचार्य की पंक्ति से नीचे का नहीं होगा या समतुल्य अनुभव वालों में से, कुलपति की अध्यक्षता वाली चयन समिति की सिफारिशों पर, नियुक्त किया जाएगा तथा वह कुलपति को रिपोर्ट करेगा ।

(2) को-ऑपरेटिव स्टडीज और स्थानन अधिष्ठाता की सेवा के निबन्धन और शर्तें ऐसी होंगी, जो पश्चात्पूर्वी परिनियमों में विनिर्दिष्ट की जाएं ।

(3) को-ऑपरेटिव स्टडीज और स्थानन अधिष्ठाता निम्नलिखित कर्तव्यों और कृत्यों का पालन करेगा; अर्थात्:-

- (क) उच्चतर विद्या और परीक्षण केन्द्रों के संस्थानों की पहचान करना, जहां पर छात्रों को सहकार शैक्षणिक शिक्षा प्रदान की जा सके और परिपेक्ष्य नियोजकों के साथ व्यवहारिक प्रशिक्षण की व्यवस्था करना;
- (ख) इस व्यवस्था के अन्तर्गत छात्रों की चयनित संख्या, विश्वविद्यालय में उस शैक्षणिक वर्ष के एक भाग का अध्ययन करेगी और प्रशिक्षण स्थल पर शैक्षणिक वर्ष का एक भाग व्ययतीत करेगी । शैक्षणिक वर्ष के अन्त में, इस शैक्षणिक प्रशिक्षण और व्यवहारिक प्रशिक्षण की सहकारी व्यवस्था स्थानन अवसरों का मार्गदर्शन कर सकेगी ।

14. परीक्षा नियन्त्रक की नियुक्ति, सेवा के निबन्धन और शर्तें तथा उसकी शक्तियां और कृत्य.—(1) परीक्षा नियन्त्रक विश्वविद्यालय का पूर्णकालिक वैतनिक अधिकारी होगा और चयन समिति, जिसकी अध्यक्षता कुलपति द्वारा की जाएगी, की सिफारिशों पर कुलाधिपति द्वारा नियुक्त किया जाएगा ।

(2) परीक्षा नियन्त्रक की सेवा के निबन्धन और शर्तें ऐसी होंगी जो विश्वविद्यालय के रजिस्ट्रार और ऐसे अन्य अधिकारियों की होंगी ।

(3) परीक्षा नियन्त्रक कुलपति के सीधे नियन्त्रण के अधीन कार्य करेगा और उसके अनुमोदन से निम्नलिखित शक्तियों का प्रयोग और कृत्यों का पालन करेगा, अर्थात्:—

- (क) विश्वविद्यालय के विनियमों और नियमों में विनिर्दिष्ट रीति के अनुसार विश्वविद्यालय की परीक्षाओं के लिए व्यवस्था करना और कार्य का पर्यवेक्षण करना;
- (ख) ऐसे अन्य कर्तव्यों, जो पश्चात्पूर्ति परिनियमों या अध्यादेशों, विनियमों और नियमों में विनिर्दिष्ट किए जाएं या जो कुलपति या कुलाधिपति द्वारा समय-समय पर अपेक्षित हों, का पालन करना;
- (ग) विश्वविद्यालय की समस्त परीक्षाओं का संचालन करना और परीक्षाओं के लिए प्रारम्भिक इंतजाम करना, परीक्षा केन्द्रों की स्थापना करना, पर्यवेक्षण और निरीक्षण तथा अन्य कर्मचारिवृन्द (स्टाफ) की नियुक्ति करना, परीक्षाओं का अबाध, दक्ष, स्वच्छ और पारदर्शी संचालन, उत्तर पुस्तिकाओं का मुद्रण और आपूर्ति सुनिश्चित करना तथा केन्द्रों से अप्रयुक्त “उत्तर पुस्तिकाओं” को वापस प्राप्त करना;
- (घ) परीक्षकों/पेपर सैटरों द्वारा विश्वविद्यालय की समस्त परीक्षाओं के लिए प्रश्न पत्र यह सुनिश्चित करते हुए कि तैयार किए गए प्रश्न पत्र परीक्षाओं की अनुमोदित स्कीम के अनुसार और विशिष्ट विषय/पेपर के लिए विहित पाठ्य विवरण के अनुसार हैं, तैयार करवाना । वह प्रश्न पत्र तैयार करने के समस्त चरणों की सम्पूर्ण प्रक्रिया की गोपनीयता बनाए रखेगा;
- (ङ) प्रश्न पत्रों को ख्याति-प्राप्त लेकिन गोपनीयता बरतने वाले मुद्रणालयों से मुद्रित करवाना । वह मुद्रणालय का नाम और पता तथा फोन नम्बर रखेगा । मुद्रित प्रश्न पत्र, परीक्षा के प्रारम्भ होने से ठीक पूर्व मुद्रणालय से प्राप्त कर लिए जाएं, ताकि ये परीक्षा केन्द्रों में ठीक समय पर पहुंच जाएं । सम्पूर्ण परिवहन प्रक्रिया भी, प्रश्न पत्रों के किसी प्रकार के प्रकटन (लीकेज) से बचाने के लिए गोपनीय रखी जाए;
- (च) विभिन्न परीक्षाओं के प्रारम्भ की तारीखें नियत करना, आगामी एक वर्ष के दौरान होने वाली समस्त परीक्षाओं के लिए डेट शीट और अनुसूची तैयार करना तथा समस्त सम्बद्ध व्यक्तियों की सूचना के लिए समय पर उसे प्रकाशित करवाना;
- (छ) विश्वविद्यालय की समस्त परीक्षाओं के लिए उत्तर पुस्तिकाओं का मूल्यांकन करवाना, ताकि ऐसे समस्त मामलों में अवार्ड-लिस्टें (नम्बरों की सूचियां), परीक्षा शाखाओं/कम्प्यूटर सेक्शन में सारणीयन, संवीक्षा और विभिन्न परीक्षा परिणामों की घोषणा के लिए भेजी जाएं । यह सुनिश्चित करना कि समस्त परीक्षा परिणाम प्रयोजन के लिए नियत समय पर घोषित और प्रकाशित हो जाएं तथा जनसाधारण को व्यापक रूप से तदनुसार सूचित कर दिया जाए । परिणामों का संशोधन और उत्तर पुस्तिकाओं की पुनः जांच, जहां कहीं अपेक्षित हो, अनुज्ञेय होगी;
- (ज) विश्वविद्यालय से पास होकर जाने वाले समस्त छात्रों के लिए अंकतालिका के ब्यौरे (डिटेलड मार्कस कार्ड), उपाधियां और अन्य सुसंगत शंसापत्र (टेस्टीमोनियलज) तैयार करवाना और उनका उस प्रयोजन हेतु विनिर्दिष्ट अवधि में विद्या इकाई को देना;
- (झ) उन छात्रों, जो विश्वविद्यालय से पास होकर गए हैं तथा भारत या विदेश में या तो काम (जॉब) के लिए या प्रवेश हेतु आवेदन करते हैं तथा विश्वविद्यालय द्वारा अपने प्रत्यय पत्रों को सत्यापित करवाना चाहते हैं, के प्रत्यय पत्रों के सत्यापन के लिए प्रबन्ध करना;

- (ज) गोपनीय निधियों के लिए लेखे तैयार करना और रखना, उन्हें सम्बद्ध प्राधिकारी से चैक और प्रतिहस्ताक्षरित कराना और समस्त ऐसे गोपनीय संव्यवहारों या लेखों के लिए स्थायी अभिलेख बनाए रखना;
- (ट) निरन्तर परीक्षा सुधारों के लिए पग उठाना, ताकि परीक्षाओं से सम्बन्धित विद्यमान परिनियमों, विनियमों और नियमों को अद्यतन किया जा सके, परीक्षाओं से सम्बन्धित नए नियम और विनियम प्रस्तावित करना और उन्हें विश्वविद्यालय के सम्बद्ध निकायों से अनुमोदित करवाना;
- (ठ) विभिन्न परीक्षाओं, जिनमें परम्परागत और प्रवेश परीक्षाएं भी हैं, के परीक्षकों, पेपर सैटरों, मूल्यांकन करने वालों, केन्द्र अधीक्षकों, केन्द्र निरीक्षकों, उड़न दस्तों के सदस्यों, पेक्षकों, चीफ कोऑर्डिनेटरों, कोऑर्डिनेटरों की सूची तैयार करना तथा उसे, समुचित पुनरीक्षणों, यदि कोई हों, सहित विश्वविद्यालय के सक्षम प्राधिकरण (अथॉरिटी) द्वारा अनुमोदित करवाना;
- (ड) अंक तालिका के ब्यौरों (डिटेल्ड मार्क कार्ड्स), उपाधियों और समस्त अन्य प्रमाण पत्रों तथा शंसापत्रों को, जब कभी ऐसा करना अपेक्षित हो, हस्ताक्षरित करना । गोपनीय मुद्राओं, हस्ताक्षर वाली स्टैम्प सहित स्टैम्प तैयार करवाना और अपेक्षित समय पर प्रयोग के लिए उन्हें अभिरक्षा में रखना । उस का यह सुनिश्चित करना दायित्व होगा, कि इन गोपनीय मुद्राओं का किसी व्यक्ति द्वारा, किसी अंतरस्थ प्रयोजन के लिए दुरुपयोग न हो या टैम्पर्ड या गुम न हो जाएं। अभ्यर्थी द्वारा आवेदन पर ड्रूप्लीकेट अंक तालिका ब्यौरे (डी0एम0सी0) और उपाधियां, अपेक्षित फीस के संदाय पर, जारी की जाएंगी;
- (ण) विद्या इकाईयों के अधिष्ठाता/विभागाध्यक्षों से, छात्रों के अभ्यावेदन (नामांकन) के विषय में, परीक्षा संचालन और छात्रों या शिक्षकों से सम्बन्धित अन्य विवादों पर सम्पर्क बनाए रखना;
- (त) कुलपति के सीधे अधीक्षण और निदेश के अधीन कार्य करना;
- (थ) परीक्षा प्ररूपों (इग्जामिनेशन फॉर्मज) को प्राप्त करना और विश्वविद्यालय परीक्षाओं के लिए प्रवेश पत्र (अडमिट कार्ड) जारी करना;
- (द) परीक्षक, पर्यवेक्षक, अधीक्षण कर्मचारिवृन्द सहित परीक्षाओं के संचालन, उत्तर पुस्तिकाओं के मूल्यांकन/पुनर्मूल्यांकन तथा परीक्षा परिणामों के सारणीयन/घोषणा/प्रकाशन के लिए नियुक्त अन्य कर्मचारिवृन्द(स्टाफ) की बाबत, विभिन्न यात्रा भत्तों/दैनिक भत्तों के बिलों को प्रतिहस्ताक्षरित करना तथा मंजूर करना; और
- (ध) कुलपति और कुलाधिपति द्वारा उसे समय-समय पर आबन्धित किसी अन्य कर्तव्य या कृत्य का पालन करना ।
- (4) कुलपति, परीक्षा नियन्त्रक की अनुपस्थिति में, उसकी किन्हीं या समस्त शक्तियों का प्रयोग करने के लिए, किसी अन्य व्यक्ति को प्राधिकृत कर सकेगा ।

15. पुस्तकालयाध्यक्ष की नियुक्ति, सेवा के निबन्धन और शर्तें तथा उसकी शक्तियां और कृत्य.—(1) कुलाधिपति के अनुमोदन के अधीन, पुस्तकालयाध्यक्ष को, प्रयोजन के लिए कुलाधिपति द्वारा गठित चयन समिति, जिसकी अध्यक्षता कुलपति द्वारा की जाएगी, की सिफारिशों पर कुलपति द्वारा नियुक्त किया जाएगा और वह विश्वविद्यालय का पूर्णकालिक वैतनिक अधिकारी होगा ।

(2) पुस्तकालयाध्यक्ष, कुलपति के नियन्त्रण और पर्यवेक्षण के अधीन कार्य करेगा तथा विश्वविद्यालय के सभी पुस्तकालयों के रख-रखाव के लिए उत्तरदायी होगा ।

(3) पुस्तकालयाध्यक्ष के निम्नलिखित कृत्य और कर्तव्य होंगे, अर्थात्:—

- (क) वह विश्वविद्यालय के पुस्तकालयों का साधारण समग्र पर्यवेक्षण करेगा;
- (ख) वह विभाग के संग्रहों सहित, विश्वविद्यालय के पुस्तकालय के लिए पुस्तकालय बजट तैयार करेगा;
- (ग) वह पुस्तकालय की सभी सामग्रियों को प्राप्त करने और उन्हें चढ़ाने (सम्मिलित करने) का उत्तरदायी होगा;
- (घ) वह समस्त पुस्तकालय सामग्रियों के क्रय मांग पत्र(अध्यपेक्षा) को तैयार करने के लिए उत्तरदायी होगा;
- (ङ) वह संकाय और विद्वानों के अनुसन्धान पत्रों, शोध प्रबन्ध शोध निबन्ध और प्रकाशनों की प्रतियों को, इसके संग्रहण स्थल में भावी पीढ़ी के उपयोग के लिए रखेगा;
- (च) वह जर्नलों के अभिदान का, समय पर नवीकरण करवाने का उत्तरदायी होगा;
- (छ) वह मासिक अन्तरालों पर, पुस्तकालय न्यूजलैटर तैयार करेगा, जिसमें अन्तिम पूर्ववर्ती न्यूज लैटर से प्राप्त समस्त पुस्तकालय सामग्रियों और छात्रों और कर्मचारिवृन्द के हित के समयबद्ध पुस्तकालय समाचार (लाइब्रेरी न्यूज) की सूची होगी;
- (ज) वह छात्रों और कर्मचारिवृन्द द्वारा, पुस्तकालय के प्रयोग को प्रोत्साहित करने और बढ़ावा देने के लिए बनाए गए प्रोग्राम का सूत्रपात करेगा, उसमें भाग लेगा और सहयोग प्रदान करेगा;
- (झ) वह कुलपति के अनुमोदन से, पुस्तकालय के समय की इस प्रकार व्यवस्था करेगा ताकि छात्रों और संकाय सदस्यों दोनों द्वारा पुस्तकालय का अधिकतम प्रयोग करने के लिए अनुज्ञात किया जा सके; और
- (ञ) वह विभागों और विद्या इकाईयों के लिए वॉल्यूमज और जर्नलों के लघु संग्रहणों की व्यवस्था करेगा, जिनका संकाय और छात्रों द्वारा सन्दर्भ (रैफरन्सीज) के रूप में प्रायः निरन्तर प्रयोग होता रहे ।

16. विश्वविद्यालय के अन्य प्राधिकरण.—धारा 17 में विनिर्दिष्ट प्राधिकरणों के अतिरिक्त विश्वविद्यालय के निम्नलिखित प्राधिकरण होंगे, अर्थात्:—

- (i) योजना बोर्ड;
- (ii) वित्त समिति;
- (iii) विश्वविद्यालय विकास समिति; और
- (iv) पूर्वछात्र (ऐलुमिनी) सम्बन्ध समिति ।

17. शासी निकाय के नामनिर्दिष्ट सदस्यों की पदावधि.—(1) धारा 18 की उपधारा (1) के खण्ड (ग) और (घ) के अधीन शासी निकाय के नामनिर्दिष्ट सदस्यों की पदावधि दो वर्ष होगी ।

(2) यदि खण्ड (1) के अधीन कोई नामनिर्दिष्ट सदस्य, त्यागपत्र के कारण या अन्यथा सदस्य नहीं रहता है, तो शेष अवधि के लिए उसके स्थान पर नया सदस्य नामनिर्दिष्ट किया जाएगा ।

(3) किसी नामनिर्दिष्ट सदस्य को, अवधि के पूर्ण होने के पश्चात्, शासी निकाय के सदस्य के रूप में पुनः नामनिर्दिष्ट किया जा सकेगा ।

(4) बैठक में समस्त विनिश्चय, उपस्थित सदस्यों के बहुमत द्वारा लिए जाएंगे। मतों की बराबरी की दशा में बैठक के अध्यक्ष का दूसरा या निर्णायक मत होगा।

18. शासी निकाय की शक्तियां और कृत्य.—धारा 18 की उपधारा (3) में वर्णित शक्तियों के अतिरिक्त, शासी निकाय की निम्नलिखित अतिरिक्त शक्तियां होंगी, अर्थात्:—

- (i) धारा 27 के अधीन पश्चात्वर्ती परिनियमों और प्रबन्ध बोर्ड द्वारा धारा 28 के अधीन प्रथम अध्यादेशों तथा धारा 29 के अधीन पश्चात्वर्ती अध्यादेशों को अनुमोदित करना;
- (ii) विश्वविद्यालय का पुस्तकालय या प्रयोगशालाएं संस्थापित करना, सज्जित करना और अनुरक्षित रखना;
- (iii) विद्या की ऐसी शाखाओं, जिन्हें वह आवश्यक समझे, में ज्ञान के अनुसंधान और अभिवृद्धि तथा प्रसार की व्यवस्था करना; और
- (iv) विश्वविद्यालय के उद्देश्यों की प्राप्ति के लिए समस्त ऐसे उपाय करना और कृत्य करना, जो आवश्यक या वांछनीय हों।

19. प्रबन्ध बोर्ड के नामनिर्दिष्ट सदस्यों की पदावधि.—(1) धारा 19 की उपधारा (1) के खण्ड (ख), (ग) और (घ) के अधीन प्रबन्ध बोर्ड के नामनिर्दिष्ट सदस्यों की पदावधि तीन वर्ष होगी।

(2) यदि खण्ड (1) के अधीन नामनिर्दिष्ट सदस्य, त्यागपत्र द्वारा या अन्यथा सदस्य नहीं रहता है, तो शेष अवधि के लिए उसके स्थान पर नया सदस्य नामनिर्दिष्ट किया जाएगा।

(3) नामनिर्दिष्ट सदस्य को, अवधि के पूर्ण होने के पश्चात् प्रबन्ध बोर्ड के सदस्य के रूप में पुनः नामनिर्दिष्ट किया जा सकता है।

(4) बैठक में सभी विनिश्चय, उपस्थित सदस्यों के बहुमत द्वारा लिए जाएंगे। मत बराबर होने की दशा में अध्यक्ष का दूसरा या निर्णायक मत होगा।

(5) अविनिश्चित मामलों को विनिश्चय के लिए, कुलाधिपति को अग्रेषित किया जाएगा और उसका विनिश्चय अंतिम होगा।

20. प्रबन्ध बोर्ड की शक्तियां और कृत्य.—धारा 19 की उपधारा (3) के उपबन्धों के अधीन प्रबन्ध बोर्ड, निम्नलिखित शक्तियों का प्रयोग तथा कर्तव्यों का पालन करेगा, अर्थात्:—

(1) प्रबन्ध बोर्ड को, कुलाधिपति के नियन्त्रण के अध्यधीन, विश्वविद्यालय की आमदनी (रैवेन्यू) तथा सम्पत्ति के प्रबन्धन और प्रशासन तथा विश्वविद्यालय के समस्त प्रशासनिक क्रियाकलापों के संचालन, जिनके बारे में अन्यथा उपबन्ध नहीं किया गया है, की शक्ति होगी।

(2) अधिनियम, पश्चात्वर्ती परिनियमों तथा अध्यादेशों के उपबन्धों के अध्यधीन, प्रबन्ध बोर्ड की, उसमें निहित अन्य शक्तियों के अतिरिक्त, निम्नलिखित शक्तियां होंगी, अर्थात्:—

- (क) अध्यापन और अन्य शैक्षणिक पदों को अनुमोदित करना तथा विद्या परिषद् द्वारा सिफारिश पर, विश्वविद्यालय द्वारा नियोजित आचार्यों, रीडरों, प्राध्यापकों तथा अन्य शिक्षकों और अन्य शैक्षणिक कर्मचारिवृन्द के कृत्यों तथा सेवा की शर्तों को परिभाषित करना;
- (ख) विश्वविद्यालय के वित्त, लेखों, विनिधानों, सम्पत्ति तथा विश्वविद्यालय के सभी अन्य कार्यकलापों का प्रबन्धन और विनियमन करना तथा उतने अभिकर्ताओं को नियुक्त करना, जितने उचित समझे जाएं;

- (ग) विश्वविद्यालय के धन को, किसी अकल्पित आय सहित, ऐसे स्टॉकों, निधियों, शेयरों या प्रतिभूतियों में विनिहित करना, जैसा वह ठीक समझे या भारत में स्थावर सम्पत्ति के क्रय में विनिहित करना, जिसमें ऐसे विनिधानों में समय-समय पर परिवर्तन करने की ऐसी शक्ति है, परन्तु इस खण्ड के अधीन वित्त समिति से परामर्श किए बिना कोई भी कार्रवाई नहीं की जाएगी;
- (घ) विद्या परिषद् तथा वित्त समिति की सिफारिशों को ध्यान में रखकर अध्यापन और अध्यापनेत्तर पदों का सृजन, करना और उसके लिए नियुक्तियों की संख्या विनिर्दिष्ट करना ;
- (ङ) पश्चात्तर्ती परिनियमों और अध्यादेशों के अनुसार कर्मचारियों में, अनुशासन का विनियमन करना और उसका पालन कराना ;
- (च) विश्वविद्यालय की ओर से किसी स्थावर (अचल) सम्पत्ति का अन्तरण करना या अन्तरणों को स्वीकार करना;
- (छ) विश्वविद्यालय के ऐसे कर्मचारियों और छात्रों की, जो किसी कारण से व्यथित अनुभव करे, शिकायतों को ग्रहण करना, उनका न्यायनिर्णय न करना या उन्हें दूर करना;
- (ज) विश्वविद्यालय के लिए सामान्य मुद्रा का चयन करना और ऐसी मुद्रा के उपयोग की व्यवस्था करना; और
- (झ) अपनी शक्तियों में से किसी शक्ति को कुलपति, रजिस्ट्रार, मुख्य वित्त और लेखा अधिकारी या किसी अन्य अधिकारी, कर्मचारी या प्राधिकरण (अॅथारिटी) को या उसके द्वारा नियुक्त किसी समिति को, जैसा वह ठीक समझे, प्रत्यायोजित करना ।
- (3) प्रबन्ध बोर्ड एक वार्षिक रिपोर्ट प्रकाशित करेगा, जिसमें निम्नलिखित अन्तर्विष्ट होगा—
- (क) विश्वविद्यालय के कार्यकलापों के विभिन्न क्षेत्रों में की गई प्रगति का पुनर्विलोकन;
- (ख) प्राप्तियों और वितरणों की रकमें और प्रयोजन जिसके लिए ये किए गए थे;
- (ग) अधिकारियों, शिक्षकों और अन्य कर्मचारियों की संख्या और प्रत्येक की प्रास्थिति(पोजीशन) और पारिश्रमिक, विभिन्न सेक्शनों और कक्षाओं में छात्रों की संख्या और प्रत्येक में अनुसरण किए गए शिक्षा के पाठ्यक्रम; और
- (घ) आगामी वर्ष के लिए व्ययों का प्राक्कलन ।

21. विद्या परिषद् का गठन.—(1) विद्या परिषद् का गठन निम्नलिखित व्यक्तियों से होगा, अर्थात्:—

(क) पदेन सदस्य:—

- (i) कुलपति (अध्यक्ष);
- (ii) विश्वविद्यालय का (क) संकाय अधिष्ठाता;
- (iii) शैक्षणिक क्रियाकलाप का अधिष्ठाता;
- (iv) रजिस्ट्रार (सदस्य सचिव);
- (v) परीक्षा नियन्त्रक;
- (vi) छात्र कल्याण अधिष्ठाता;
- (vii) विभागाध्यक्ष;
- (viii) योजना और स्थानन अधिष्ठाता;

- (ix) पुस्तकालयाध्यक्ष;
- (x) विश्वविद्यालय द्वारा स्थापित संस्थाओं के निदेशक; और
- (xi) शिक्षकों के दो प्रतिनिधि ।

(ख) अन्य सदस्य:—

- (i) दो सदस्य, जो विद्या परिषद् द्वारा उनके विशेष ज्ञान के कारण सहयोजित किए गए हों और जो विश्वविद्यालय के कर्मचारी न हों ;
- (ii) रजिस्ट्रार, विद्या परिषद् का सदस्य सचिव होगा तथा उसे मत देने का अधिकार नहीं होगा ।
- (iii) सदस्यों के एक तिहाई से गणपूर्ति होगी ;
- (iv) पदेन सदस्यों से अन्यथा, विद्या परिषद् के सदस्य, दो वर्ष की अवधि के लिए पद धारण करेंगे;
- (v) बैठक में सभी विनिश्चय उपस्थित सदस्यों के बहुमत द्वारा लिए जाएंगे । मतों के बराबर होने की दशा में, बैठक के अध्यक्ष का दूसरा या निर्णायक मत होगा; और
- (vi) अविनिश्चित मामलों को कुलाधिपति को अग्रेषित किया जाएगा और कुलाधिपति का विनिश्चय अन्तिम होगा ।

22. विद्या परिषद् की शक्तियां और कर्तव्य.—(1) विद्या परिषद्, प्रधान शैक्षणिक प्राधिकरण होने के नाते अधीक्षण करेगी, निदेश देगी और नियन्त्रण रखेगी तथा शिक्षण, शिक्षा और परीक्षाओं के स्तरमानों को बनाए रखने तथा उपाधियों को अभिप्राप्त करने से सम्बन्धित अन्य विषयों के लिए उत्तरदायी होगी और ऐसी अन्य शक्तियों का प्रयोग करेगी और कर्तव्यों का पालन करेगी जो पश्चात्तर्वर्ती परिनियमों में विनिर्दिष्ट किए जाएं ।

(2) पूर्वगामी शक्तियों की व्यापकता पर प्रतिकूल प्रभाव डाले बिना और अधिनियम, नियमों, पश्चात्तर्वर्ती परिनियमों, विनियमों और अध्यादेशों के उपबन्धों के अध्याधीन विद्या परिषद् की उसमें निहित समस्त अन्य शक्तियों के अतिरिक्त, निम्नलिखित शक्तियां होगी और उसके निम्नलिखित कर्तव्य होंगे, अर्थात्:—

- (क) विश्वविद्यालय की शैक्षणिक नीतियों पर साधारण पर्यवेक्षण रखना और शिक्षण के तरीकों, विद्या इकाईयों में सहकारी (कम्बाइंड) अध्यापन, अनुसंधान मूल्यांकन या शैक्षणिक स्तरों में सुधार के बारे में दिशानिर्देश देना;
- (ख) परियोजनाओं को कार्यान्वित करने के लिए समितियों की स्थापना या नियुक्ति करने हेतु अन्तर-विषयक, अन्तर-संकाय समन्वय करना;
- (ग) साधारण शैक्षणिक अभिरुचि के विषयों पर स्वप्रेरणा से या किसी संकाय या प्रबन्ध बोर्ड द्वारा निर्देशित किए जाने पर, विचार करना और उन पर समुचित कार्रवाई करना;
- (घ) पश्चात्तर्वर्ती परिनियमों और अध्यादेशों के अनुकूल विनियम बनाना जो विश्वविद्यालय के शैक्षणिक कार्यकरण, अनुशासन, निवास, प्रवेश, अध्यापनवृत्तियों और अध्ययनवृत्तियों को दिए जाने, फीस रियायतों और उपस्थिति, आंतरिक निर्धारण(इंटरनल असेसमेन्ट) आदि के सम्बन्ध में हो;
- (ङ) प्रबन्ध बोर्ड को निम्नलिखित के संबंध में नए अध्यादेशों के प्रारूप या विद्यमान अध्यादेशों के संशोधन प्रारूप की संस्तुति(सिफारिश) करना:—
 - (i) शिक्षक की अर्हताएं;
 - (ii) विद्या इकाईयों के कार्यकलापों में छात्रों की सहभागिता और नियन्त्रण (गवरनैन्स) ;
 - (iii) विद्या इकाईयों का प्रबन्धन ;

- (iv) विश्वविद्यालय द्वारा दी जाने वाली उपाधियां, डिप्लोमे, प्रमाण-पत्र और अन्य शैक्षणिक विशिष्टताएं, इनके लिए अर्हताएं, अध्ययन के पाठ्यक्रमों की अवधि तथा ऐसी पाठ्यक्रमों की अन्य आवश्यक विशेषताएं और ऐसी उपाधियों, डिप्लोमों या प्रमाण-पत्रों और अन्य शैक्षणिक विशिष्टताओं के लिए परीक्षाओं का प्रकार और प्रकृति;
- (v) परीक्षा निकायों, परीक्षकों और अनुसीमकों (मॉडरेटरज) की पदावधि और नियुक्ति की रीति तथा कर्तव्यों सहित, परीक्षाओं का संचालन;
- (vi) विश्वविद्यालय के छात्रों का प्रवेश और उनका अभ्यावेशन (इन्रोलमेन्ट); छात्रों के बीच अनुशासन बनाए रखना; छात्रों के निवास की बाबत शर्तें;
- (vii) अध्येतावृत्तियां, छात्रवृत्तियां, वृत्तिकाएं(स्टाइपण्ड), पदक और पुरस्कार प्रदान किए जाने की शर्तें;
- (viii) विश्वविद्यालय के पाठ्यक्रमों और परीक्षाओं, उपाधियों और डिप्लोमों के लिए प्रवेश हेतु प्रभारित की जाने वाली फीस;
- (पग) परीक्षकों, अनुसीमकों (मॉडरेटरज) और सारणीकारों(टेबलेटरज) आदि को संदत्त किया जाने वाला पारिश्रमिक;
- (x) अन्य निकायों, समितियों या बोर्डों का सृजन, संरचना और कृत्य जो विश्वविद्यालय की शैक्षणिक अवधि में सुधार के लिए आवश्यक या वांछनीय हों;
- (xi) छात्राओं के निवास, अनुशासन और शिक्षण के लिए विशेष प्रबन्ध (व्यवस्थाएं), यदि कोई हों, करना;
- (xii) कुलाधिपति को किसी विशिष्ट संकाय(संकायों) में विद्या इकाईयों आदि में नए विषय (विषयों) को आरम्भ करने या नए विभाग (विभागों)/संस्था (संस्थाओं)/विद्यालय(विद्यालयों) अध्ययन केन्द्र (केन्द्रों) को खोलने की सिफारिश करना । तथापि विद्या परिषद्, मामले (विषय) में प्रबन्ध बोर्ड को अन्तिम रूप से सिफारिश करने से पूर्व, विद्यमान संकाय(संकायों) के कार्य का मूल्यांकन करेगी :

परन्तु यदि प्रबन्ध बोर्ड, विद्या परिषद् से असहमत होता है, तो यह उपस्थित और मतदान करने वाले सदस्यों के दो-तिहाई बहुमत द्वारा प्रारूप को संशोधित रूप से स्वीकार(अंगीकार) कर सकेगा या इसे नामंजूर कर सकेगा और यदि दो-तिहाई सदस्यों का बहुमत नहीं है, तो मामले को कुलाधिपति को निर्दिष्ट किया जाएगा, जिसका उस पर विनिश्चय अंतिम होगा ।

- (च) विश्वविद्यालय अनुदान आयोग (यू0जी0सी0) तथा अन्य विनियामक निकायों द्वारा विनिर्दिष्ट अहर्ताओं के अध्यक्षीन, शिक्षकों तथा अन्य शैक्षणिक कर्मचारिवृन्द की संख्या, अर्हताएं और अन्य पात्रता शर्तों को विहित करना;
- (छ) शैक्षणिक कर्मचारिवृन्द की अस्थाई रिक्तियों के लिए नियुक्ति की रीति विनिर्दिष्ट करना;
- (ज) पीठ स्थापना, अभ्यागत आचार्यों, प्रतिष्ठित आचार्यों (एमरिटस), अध्येताओं (फैलोज), कलाकारों तथा लेखकों की नियुक्ति के लिए उपबन्ध करना और ऐसी नियुक्तियों के निबन्धनों और शर्तों का अवधारण करना;
- (झ) पाठ्यक्रम लेखकों(कोर्स राइटर्स), काउन्सलर्स, परीक्षकों और निरीक्षकों(इन्विजिलेटरज) को संदेय पारिश्रमिक और संदेय यात्रा तथा अन्य भत्तों को वित्त समिति से परामर्श करने के पश्चात्, नियत करना; और
- (ञ) अध्येतावृत्तियां, छात्रवृत्तियां, विशिष्टताएं और अध्ययनवृत्तियां आदि संस्थित करना ।

23. विद्या परिषद् की बैठकें.—(1) विद्या परिषद् की बैठक, ऐसी तारीख को और ऐसे समय पर या ऐसे स्थान पर होगी, जो कुलपति द्वारा नियत किया जाए ।

- (2) बैठक की कार्यसूची की प्रतियां, सदस्यों को बैठक से कम से कम पन्द्रह दिन पूर्व दी जाएंगी।
- (3) विद्या परिषद् की बैठकों की गणपूर्ति, इसके कुल सदस्यों के एक-तिहाई से होगी।
- (4) विद्या परिषद् की बैठक में विचार में लाए जाने वाले समस्त प्रश्नों का विनिश्चय, उपस्थित सदस्यों के बहुमत द्वारा किया जाएगा। विद्या परिषद् के अध्यक्ष को मत देने का अधिकार होगा और मतों की बराबरी की दशा में अध्यक्ष को निर्णायक मत देने का अधिकार होगा।

24. योजना बोर्ड की शक्तियां और कर्तव्य.—योजना बोर्ड की शक्तियां और कर्तव्य निम्नलिखित होंगे:—

- (1) योजना बोर्ड, कुलपति और कुलाधिपति द्वारा नामनिर्दिष्ट किए जाने वाले छह से अनधिक सदस्यों से गठित होगा।
- (2) कुलपति से अन्यथा, योजना बोर्ड के सभी सदस्य, तीन वर्ष की अवधि के लिए पद धारण करेंगे।
- (3) योजना बोर्ड, विश्वविद्यालय के विकास और विस्तार के लिए समुचित योजनाएं परिकल्पित करेगा और बनाएगा तथा इसके अतिरिक्त इसके पास कुलाधिपति, प्रबन्ध बोर्ड और विद्या परिषद् को किसी भी विषय पर जिसे यह विश्वविद्यालय के उद्देश्यों की पूर्ति के लिए आवश्यक समझे, परामर्श देने का अधिकार होगा।
- (4) योजना बोर्ड, ऐसी समितियों का गठन कर सकेगा, जो विश्वविद्यालय के कार्यक्रमों की योजना और उनकी निगरानी (मॉनीटरिंग) के लिए आवश्यक हों।
- (5) योजना बोर्ड, ऐसे अन्तरालों पर बैठक करेगा जो वह समीचीन समझे परन्तु यह एक वर्ष में कम से कम दो बैठकें करेगा।
- (6) कुलपति, योजना बोर्ड का अध्यक्ष होगा।
- (7) योजना बोर्ड की बैठक में समस्त विनिश्चय, उपस्थित सदस्यों के बहुमत द्वारा किए जाएंगे। मत बराबर होने की दशा में बैठक में अध्यक्ष को द्वितीय या निर्णायक मत देने का अधिकार होगा।

25. वित्त समिति की शक्तियां और कर्तव्य.—(1) वित्त समिति निम्नलिखित से गठित होगी, अर्थात्:—

- (i) कुलपति;
- (ii) विश्वविद्यालय के किसी कर्मचारी से अन्यथा, प्रबन्ध बोर्ड द्वारा अपने सदस्यों में से नियुक्त किया जाने वाला एक व्यक्ति ;
- (iii) कुलाधिपति द्वारा नामनिर्दिष्ट किए जाने वाले तीन व्यक्ति; और
- (iv) सरकार के प्रतिनिधि के रूप में एक सदस्य।

(2) कुलपति, वित्त समिति का अध्यक्ष होगा।

(3) विश्वविद्यालय का मुख्य वित्त और लेखा अधिकारी, वित्त समिति का पदेन सदस्य सचिव होगा और उसे मत देने का अधिकार होगा।

(4) पदेन सदस्य से अन्यथा वित्त समिति के सभी सदस्य, उस तारीख से, जिसको वह समिति के सदस्य बनते हैं, तीन वर्ष की अवधि के लिए पद धारण करेंगे।

(5) वित्त समिति के तीन सदस्यों से समिति की बैठक की गणपूर्ति होगी ।

(6) वित्त समिति, लेखों का परीक्षण करने तथा व्ययों के प्रस्तावों की समीक्षा करने के लिए वर्ष में कम से कम तीन बैठकें करेगी :

परन्तु दो कमवर्ती बैठकों के मध्य एक सौ अस्सी दिनों से अनधिक की अवधि व्यपगत होगी ।

(7) ग्रुपों के पुनरीक्षण, वेतनमानों को अपग्रेड करने और उन मदों, जो बजट में सम्मिलित नहीं की गई हैं, से सम्बन्धित समस्त प्रस्तावों पर प्रबन्ध बोर्ड द्वारा विचार किए जाने से पूर्व, वित्त समिति द्वारा परीक्षण किया जाएगा ।

(8) वित्त समिति, वर्ष के लिए कुल आवर्ती और अनावर्ती व्ययों के लिए सीमाओं को नियत करेगी जो विश्वविद्यालय की आय और उसके साधनों पर आधारित होगी, और विश्वविद्यालय द्वारा इस प्रकार नियत सीमाओं से अधिक व्यय, वित्त समिति के अनुमोदन के बिना उपगत नहीं किया जाएगा ।

(9) मुख्य वित्त और लेखा अधिकारी द्वारा तैयार किए गए विश्वविद्यालय के वार्षिक लेखे और वित्तीय प्राक्कलन, वित्त समिति के समक्ष विचार और टीका-टिप्पणी के लिए रखे जाएंगे और तत्पश्चात् संशोधनों सहित या संशोधनों के बिना, समिति द्वारा नियत की गई कुल सीमा के भीतर प्रबन्ध बोर्ड को प्रस्तुत किए जाएंगे ।

26. संकाय.—(1) विश्वविद्यालय के ऐसे संकाय होंगे, जो पश्चात्त्वर्ती परिनियमों द्वारा विनिर्दिष्ट किए जाएं ।

(2) प्रत्येक संकाय ऐसी विद्या इकाईयों से गठित होगा जो अध्यादेशों में विनिर्दिष्ट की जाएं ।

(3) कोई भी विभाग, पश्चात्त्वर्ती परिनियमों में विनिर्दिष्ट किए गए उपबन्धों के सिवाय, स्थापित या समाप्त नहीं किए जाएंगे ।

27. प्राधिकरणों की बाबत प्रकीर्ण उपबन्ध.—(1) अन्य समितियाँ.—शासी निकाय या विद्या परिषद् ऐसे बोर्ड या समितियाँ नियुक्त कर सकेगी, जो शासी निकाय या विद्या परिषद् के सदस्यों से गठित होगी और ऐसी नियुक्ति करते समय ऐसे अन्य सदस्य नियुक्त कर सकेगी, जो प्राधिकरण प्रत्येक मामले में उचित समझे; और ऐसा कोई बोर्ड या समिति उसे सौंपे गए ऐसे किसी विषय को, उसे नियुक्त करने वाले प्राधिकरण द्वारा पश्चात्त्वर्ती पुष्टि के अधधीन, निपटा सकेगा ।

(2) निर्वाचित अध्यक्ष द्वारा अध्यक्षता करना जहां परिनियमों में कोई उपबन्ध नहीं किया गया है.—जहां अधिनियम, परिनियमों या अध्यादेशों के अधीन अध्यक्ष के लिए विश्वविद्यालय के किसी प्राधिकरण, बोर्ड या समिति की बैठक की अध्यक्षता करने हेतु कोई उपबन्ध नहीं किया गया है या जब अध्यक्ष अनुपस्थित है, तो उपस्थित सदस्य अपने में से किसी एक को बैठक की अध्यक्षता करने के लिए निर्वाचित करेंगे ।

(3) त्यागपत्र.—(क) शासी निकाय, प्रबन्ध बोर्ड, विद्या परिषद् या विश्वविद्यालय के किसी प्राधिकरण या समिति के पदेन सदस्य से भिन्न कोई सदस्य, रजिस्ट्रार को सम्बोधित पत्र द्वारा पद त्याग कर सकेगा और त्यागपत्र, रजिस्ट्रार द्वारा पत्र प्राप्त करते ही प्रभावी हो जाएगा ।

(ख) विश्वविद्यालय का कोई भी अधिकारी (वैतनिक हो या अन्यथा) रजिस्ट्रार को सम्बोधित पत्र द्वारा अपना पद त्याग कर सकेगा:

परन्तु ऐसा त्यागपत्र, उसी तारीख को प्रभावी होगा जिसको रिक्ति को भरने के लिए सक्षम प्राधिकरण द्वारा इसे स्वीकार किया गया हो ।

- (ग) यदि किसी प्राधिकरण का कोई सदस्य, उस प्राधिकरण का सदस्य नहीं रहता है जिससे वह निर्वाचित या नामनिर्दिष्ट या नियुक्त किया गया है, तो वह सम्बद्ध बोर्ड या समिति का सदस्य नहीं रह जाएगा।

28. अध्यापन पदों पर नियुक्तियां और उनसे हटाए जाने की रीति.—(1) विश्वविद्यालय के शिक्षक, कुलाधिपति के अनुमोदन से, चयन समिति की सिफारिशों पर, कुलपति द्वारा नियुक्त किए जाएंगे।

(2) विद्या परिषद्, उपस्थित और मतदान करने वाले कम से कम दो-तिहाई सदस्यों के बहुमत से पारित विशेष संकल्प द्वारा शिक्षक की मान्यता वापिस ले सकेगी:

परन्तु ऐसा कोई संकल्प तब तक पारित नहीं किया जाएगा, जब तक उस शिक्षक को ऐसे समय के भीतर, जो उस नोटिस में विनिर्दिष्ट किया जाए, यह हेतुक दर्शित करने का लिखित नोटिस न दे दिया जाए कि ऐसा संकल्प क्यों न पारित किया जाए और जब तक विद्या परिषद् द्वारा उसके आक्षेपों पर, यदि कोई हों, और किसी साक्ष्य पर, जो वह उनके समर्थन में पेश करे, विचार न कर लिया जाए।

(3) किसी भी व्यक्ति को, प्रयोजन के लिए गठित चयन समिति की सिफारिशों के सिवाय, विश्वविद्यालय के शिक्षक के रूप में नियमित पद हेतु नियुक्त नहीं किया जाएगा या उसे मान्यता नहीं दी जाएगी।

(4) कुलपति, एक वर्ष से अनधिक अवधि के लिए, आवश्यकता पर आधारित तदर्थ या संविदात्मक नियुक्तियां करने के लिए प्राधिकृत होगा।

29. चयन समिति.—(1) आचार्य, रीडर (सह-आचार्य), सहायक आचार्य, प्राध्यापक, रजिस्ट्रार, परीक्षा नियन्त्रक, वित्त अधिकारी और पुस्तकालयाध्यक्ष के पदों पर नियुक्तियों के लिए सिफारिशें करने हेतु चयन समितियां होंगी।

(2) खण्ड (1) के अधीन प्रत्येक चयन समिति, कुलपति, जो उसका अध्यक्ष होगा, और कुलाधिपति द्वारा नामनिर्दिष्ट व्यक्ति (व्यक्तियों) से गठित होगी तथा इसके अतिरिक्त, नीचे की सारणी के स्तम्भ (1) में विनिर्दिष्ट पद पर नियुक्ति करने के लिए चयन समिति सिफारिशें करने के लिए, तथाकथित सारणी के स्तम्भ (2) की तत्स्थानी प्रविष्टि में विनिर्दिष्ट व्यक्तियों को इसके सदस्य की तरह लेगी:—

आचार्य/रीडर.—(i) सम्बद्ध विभाग का अध्यक्ष, यदि वह आचार्य हो।

(ii) दो व्यक्ति, जो विश्वविद्यालय से संबंधित न हों, कुलाधिपति द्वारा, उन नामों के पैनल में से नामनिर्दिष्ट किए जाएंगे, जिनकी सिफारिश कुलपति द्वारा उस विषय में, जिससे आचार्य सम्बद्ध होगा, उनके विशेष ज्ञान या रुचि के कारण की गई हो।

सहायक आचार्य/प्राध्यापक.—(i) सम्बद्ध विभाग का अध्यक्ष।

(ii) दो व्यक्ति जो विश्वविद्यालय से संबंधित न हों, कुलाधिपति द्वारा, उन नामों के पैनल में से नामनिर्दिष्ट किए जाएंगे, जिनकी सिफारिश कुलपति द्वारा उस विषय में, जिससे सहायक आचार्य या प्राध्यापक सम्बद्ध होगा, उनके विशेष ज्ञान या रुचि के कारण की गई हो।

रजिस्ट्रार/परीक्षा नियन्त्रक/मुख्य वित्त और लेखा अधिकारी.—कुलाधिपति द्वारा नामनिर्दिष्ट तीन व्यक्ति। इनमें से एक सदस्य कमशः शैक्षणिक प्रशासन, प्रबन्धन और वित्त में विशेषज्ञ होगा।

पुस्तकालयाध्यक्ष.—कुलाधिपति द्वारा नामनिर्दिष्ट किए जाने वाले दो व्यक्ति जो विश्वविद्यालय से संबंधित हों, जिन्हें विषय या पुस्तकालय विज्ञान का विशेष ज्ञान हो।

(3) विश्वविद्यालय के आचार्यों, सह आचार्य(रीडर), प्राध्यापकों या प्रशासनिक पदों पर नियुक्ति और प्रोन्नति के सम्बन्ध में, चयन समिति की सिफारिशें, यथास्थिति, विश्वविद्यालय अनुदान आयोग या अन्य विनियामक निकायों द्वारा समय-समय पर जारी विनियमों के अधधीन होगी ।

30. अध्यापनेत्तर पदों पर नियुक्तियों के लिए रीति.—(1) अध्यापनेत्तर पदों के लिए सभी अभ्यर्थियों की नियुक्ति, कुलाधिपति द्वारा, निम्नलिखित से गठित चयन समिति की सिफारिशों पर की जाएगी—

- (i) कुलपति (अध्यक्ष);
- (ii) प्रबन्ध बोर्ड द्वारा नामनिर्दिष्ट दो सदस्य; और
- (iii) रजिस्ट्रार—सदस्य सचिव ।

(2) समिति का सदस्य सचिव, इसकी कार्यवाहियों का अभिलेख रखेगा और ऐसे अन्य कृत्यों का निर्वहन करेगा जो कुलपति द्वारा उसे सौंपे जाएं ।

31. अध्यापन पदों की सेवा के निबन्धन और शर्तें.— (1) विश्वविद्यालय के समस्त शिक्षक और अन्य शैक्षणिक कर्मचारिवृन्द, किसी तत्प्रतिकूल करार के अभाव में, पश्चात्वर्ती परिनियमों में यथाविनिर्दिष्ट सेवा के निबन्धनों और शर्तों द्वारा विनियमित होंगे ।

(2) शैक्षणिक कर्मचारिवृन्द के सदस्यों की उपलब्धियां ऐसी होंगी, जैसी पश्चात्वर्ती परिनियमों द्वारा विनिर्दिष्ट की जाएं ।

(3) विश्वविद्यालय का प्रत्येक शिक्षक और शैक्षणिक कर्मचारिवृन्द के सदस्य, लिखित संविदा पर नियुक्त किए जाएंगे, जिसके लिए प्रारूप पश्चात्वर्ती परिनियमों में विनिर्दिष्ट किया जाएगा ।

(4) खण्ड (3) में निर्दिष्ट प्रत्येक संविदा की एक प्रति, रजिस्ट्रार के पास जमा करवाई जाएगी ।

(5) विश्वविद्यालय और खण्ड (1) में वर्णित व्यक्तियों के बीच किसी संविदा से उत्पन्न होने वाला कोई विवाद सम्बद्ध शिक्षक या अधिकारी या कर्मचारी के अनुरोध पर या विश्वविद्यालय के अनुरोध पर, नियुक्ति करने के लिए सक्षम प्राधिकारी द्वारा नियुक्त एक सदस्य, सम्बद्ध कर्मचारी द्वारा नामनिर्दिष्ट एक सदस्य और कुलाधिपति द्वारा नियुक्त एक अधिनिर्णायक, से गठित समिति को निर्दिष्ट किया जाएगा और समिति का विनिश्चय अंतिम होगा ।

32. शिक्षकों का हटाया जाना.—(1) जहां किसी शिक्षक के विरुद्ध अवचार का आरोप है, वहां कुलपति, यदि वह उचित समझे, लिखित आदेश द्वारा शिक्षक को निलम्बित कर सकेगा और प्रबन्ध बोर्ड को तत्काल उन परिस्थितियों की रिपोर्ट देगा, जिनके अधीन आदेश किया गया था :

परन्तु यदि प्रबंध बोर्ड की यह राय है कि मामले की परिस्थितियां ऐसी हैं, जो शिक्षक के निलम्बन को समर्थित नहीं करती हैं, तो वह उस आदेश को प्रतिसंहृत कर सकेगा ।

(2) उसकी सेवा की संविदा या नियुक्ति के निबन्धनों में किसी बात के होते हुए भी, कुलाधिपति, अवचार के आधार पर किसी शिक्षक को, हटाने का हकदार होगा :

परन्तु कुलाधिपति, उचित और पर्याप्त कारण के और लिखित में तीन मास का नोटिस देने या नोटिस के बदले में तीन मास के वेतन का संदाय करने के सिवाय, किसी शिक्षक को हटाने का हकदार नहीं होगा ।

(3) किसी भी शिक्षक को खण्ड (2) के अधीन तब तक नहीं हटाया जाएगा, जब तक उसके बारे में की जाने वाली प्रस्तावित कार्रवाई के विरुद्ध, उसे कारण बताने का उचित अवसर न दे दिया गया हो ।

(4) शिक्षक का हटाया जाना उस तारीख से प्रभावी होगा, जिसको उसके हटाए जाने का आदेश किया गया है :

परन्तु जहां कोई शिक्षक उसके हटाए जाने के समय निलम्बित है, तो उस दशा में उसका हटाया जाना, उस तारीख से प्रभावी होगा जिसको उसे निलम्बित किया गया था ।

(5) इन परिनियमों में किसी बात के होते हुए भी, शिक्षक, कुलपति को लिखित में तीन मास का नोटिस देकर, त्यागपत्र देने का हकदार होगा ।

33. अध्यापनेतर पदों की सेवा के निबन्धन और शर्तें.—(1) शिक्षकों तथा अन्य शैक्षणिक कर्मचारिवृन्द से अन्यथा विश्वविद्यालय के सभी कर्मचारी, किसी तत्प्रतिकूल संविदा के अभाव में, पश्चात्पूर्ती परिनियमों द्वारा यथाविनिर्दिष्ट सेवा के निबन्धनों और शर्तों द्वारा विनियमित होंगे ।

(2) शिक्षकों और अन्य शैक्षणिक कर्मचारिवृन्द से अन्यथा कर्मचारियों की नियुक्ति की रीति तथा उपलब्धियां ऐसी होंगी जैसी पश्चात्पूर्ती परिनियमों द्वारा विनिर्दिष्ट की जाएं ।

34. शिक्षक से अन्यथा कर्मचारियों का हटाया जाना.—(1) उसकी सेवा की संविदा या उसकी नियुक्ति के निबन्धनों में किसी बात के होते हुए भी, शिक्षक से अन्यथा किसी कर्मचारी को, उस प्राधिकारी द्वारा हटाया जा सकेगा, जो उस कर्मचारी को नियुक्त करने में सक्षम है, यदि उसने निम्नलिखित में से कोई निरर्हता उपगत कर ली है:—

- (क) वह विकृतचित्त है, और सक्षम प्राधिकारी द्वारा ऐसा घोषित बना रहता है ;
- (ख) वह अनुमोचित दिवालिया है;
- (ग) वह किसी दाण्डिक अपराध या नैतिक अधमता से ग्रस्त किसी अपराध के लिए, न्यायालय द्वारा सिद्धदोष ठहराया गया है; और
- (घ) वह अन्यथा साबित अवचार का दोषी है :

परन्तु किसी भी कर्मचारी को, कुलाधिपति के अनुमोदन के बिना नहीं हटाया जाएगा ।

(2) किसी भी कर्मचारी को खण्ड (1) के अधीन तब तक नहीं हटाया जाएगा, जब तक उसे उसके बारे में की जाने वाली प्रस्तावित कार्रवाई के विरुद्ध कारण बताने का उचित अवसर न दे दिया गया हो ।

(3) जहां कर्मचारी का सेवा से हटाया जाना, खण्ड (1) में विनिर्दिष्ट से अन्यथा कारणों से है; परन्तु यदि कर्मचारी स्थायी नियमित कर्मचारी है तो वहां उसे लिखित में तीन मास का नोटिस दिया जाएगा या नोटिस के बदले में तीन मास का वेतन संदत्त किया जाएगा । उस कर्मचारी की दशा में जो परिवीक्षा पर है, केवल एक मास का नोटिस अपेक्षित होगा ।

(4) इन परिनियमों में अंतर्विष्ट किसी बात के होते हुए भी, शिक्षक से अन्यथा कोई कर्मचारी तब तक त्यागपत्र देने का हकदार नहीं होगा, जब तक वह—

(क) यदि वह स्थायी कर्मचारी है, तो नियुक्ति प्राधिकारी को लिखित में तीन मास का नोटिस नहीं देता या विश्वविद्यालय को नोटिस के बदले में तीन मास का वेतन संदत्त नहीं करता; और

(ख) किसी अन्य दशा में नियुक्ति प्राधिकारी को लिखित में एक मास का नोटिस नहीं देता या विश्वविद्यालय को उसके बदले में एक मास का वेतन संदत्त नहीं करता ।

35. कर्मचारियों के लिए आचार संहिता.—(1) प्रत्येक कर्मचारी, सभी समयों पर, कर्तव्य के प्रति पूर्ण सत्यनिष्ठा और परायणता बनाए रखेगा, और अपने पदीय व्यवहार में सर्वथा ईमानदार और निष्पक्ष रहेगा ।

(2) कर्मचारी, कर्मचारिवृन्द के अन्य सदस्यों, छात्रों और आम जनता के साथ व्यवहार में सभी समयों पर शिष्ट रहेगा ।

(3) नियुक्ति के निबन्धनों में जब तक विनिर्दिष्टतः अन्यथा उपबन्धित न हो, प्रत्येक कर्मचारी विश्वविद्यालय का पूर्णकालिक कर्मचारी होगा तथा उसे अनुसूचित कामकाज के घंटों और अवकाश तथा प्रावकाश के दौरान, ऐसे कर्त्तव्यों का निर्वहन करने के लिए कहा जा सकेगा, जो उसे सम्बद्ध प्राधिकारी या अधिकारी द्वारा सौंपे जाएं। इन कर्त्तव्यों में, अन्य बातों के साथ-साथ, उन समितियों, जिनके लिए विश्वविद्यालय उसे नियुक्त कर सकेगा, की बैठकों में उपस्थिति भी सम्मिलित होगी।

(4) कर्मचारी से कामकाज के अनुसूचित घण्टों का अनुपालन करने की अपेक्षा की जाएगी, जिनके दौरान उसका अपने कर्त्तव्य के स्थान पर उपस्थित रहना अपेक्षित होगा।

(5) विधिमान्य कारणों और अकल्पित आपातक कारणों के सिवाय, कोई भी कर्मचारी पूर्व लिखित अनुज्ञा के बिना कर्त्तव्य से अनुपस्थित नहीं रहेगा।

(6) कोई भी कर्मचारी, छुट्टी या प्रावकाश के दौरान भी, समुचित प्राधिकारी की पूर्व लिखित अनुज्ञा के बिना, स्थान नहीं छोड़ेगा।

(7) स्थान छोड़ने से पूर्व, कर्मचारी, उस विभागाध्यक्ष को, जिसके साथ वह कार्यरत है या यदि वह स्वयं विभागाध्यक्ष है, तो संकाय के अधिष्ठाता को अपना वह पता सूचित करेगा, जिस पर वह स्थान से अपनी अनुपस्थिति अवधि के दौरान उपलब्ध रहेगा।

(8) कोई भी कर्मचारी विश्वविद्यालय के परिसर में राजनीतिक गतिविधियों में सक्रिय भाग नहीं लेगा या अपनी पदीय हैसियत का अनुचित लाभ नहीं उठाएगा या विश्वविद्यालय प्रसुविधाओं का राजनीतिक प्रयोजनों के लिए उपयोग की अनुज्ञा नहीं देगा।

(9) कोई भी कर्मचारी, किसी भी प्रसारण में या बिना नाम के या अपने नाम से या किसी अन्य व्यक्ति के नाम से प्रकाशित किसी दस्तावेज में या प्रैस के लिए किसी संसूचना में या किसी लोक कथन में, तथ्य या राय की बाबत निम्नलिखित कोई ऐसा कथन नहीं करेगा:—

(क) जिससे विश्वविद्यालय की किसी नीति या कार्रवाई की प्रतिकूल आलोचना हो; या

(ख) जो विश्वविद्यालय और केन्द्रीय सरकार या किसी राज्य सरकार या किसी अन्य संस्था या संगठन या लोक सदस्यों के बीच सम्बन्धों को परेशानी में डाल दे; या

(ग) जो विश्वविद्यालय के नाम से या उसमें अपनी हैसियत से, अनुचित लाभ उठाएं; या

(घ) इस पैरा की कोई भी बात, किसी कर्मचारी द्वारा उसकी पदीय हैसियत में या उसे सौंपे गए कर्त्तव्यों के सम्यक् अनुपालन में अभिव्यक्त किसी कथन या मत के लिए लागू नहीं होगी।

(10) इस पैरा के उप-पैरा (ग) (iii) में यथा उपबन्धित के सिवाय:—

(क) कोई भी कर्मचारी, सम्बद्ध प्राधिकारी(अथारिटी) की पूर्व मंजूरी के सिवाय किसी व्यक्ति, समिति या प्राधिकरण(अथारिटी) द्वारा संचालित किसी जांच के सम्बन्ध में कोई साक्ष्य नहीं देगा।

(ख) जहां उप-पैरा (ग) (i) के अधीन कोई मंजूरी प्रदान की गई है, वहां ऐसा साक्ष्य देने वाला कोई भी कर्मचारी, विश्वविद्यालय या केन्द्रीय सरकार या किसी राज्य सरकार की नीति या किसी कार्रवाई की आलोचना नहीं करेगा।

(ग) इस पैरा की कोई भी बात निम्नलिखित के लिए लागू नहीं होगी —

(i) विश्वविद्यालय द्वारा, संसद द्वारा या किसी राज्य विधानमण्डल द्वारा नियुक्त किसी प्राधिकरण के समक्ष किसी जांच में दिए गए किसी साक्ष्य के लिए; या

(ii) किसी न्यायिक जांच में दिए गए साक्ष्य के लिए; या

(iii) विश्वविद्यालय के प्राधिकरणों द्वारा आदेशित किसी विभागीय जांच में दिए गए किसी साक्ष्य के लिए ।

(11) कोई भी कर्मचारी, सम्बद्ध प्राधिकारी(अॅथारिटी) के किसी साधारण या विशेष आदेश के अनुसार के सिवाय या उसे सौंपे गए कर्त्तव्यों के सद्भाव में अनुपालन के सिवाय, किसी पदीय दस्तावेज या सूचना को प्रत्यक्षतः या अप्रत्यक्षतः किसी ऐसे व्यक्ति को नहीं देगा, जिसे वह ऐसा दस्तावेज या सूचना देने के लिए प्राधिकृत नहीं है ।

(12) कोई भी व्यक्ति, सम्बद्ध प्राधिकारी(अॅथारिटी) की पूर्व लिखित अनुज्ञा के सिवाय, प्रत्यक्षतः या अप्रत्यक्षतः स्वयं को किसी व्यापार या कारोबार में नहीं लगाएगा या अपने पदीय समनुदेशन के बाहर कोई नियोजन नहीं लेगा ।

(13) कोई भी कर्मचारी, न तो किसी कारबार में सटटेबाजी करेगा, न ही अपने पति या पत्नी या परिवार के किसी भी सदस्य को ऐसा विनिधान, जिससे उसके पदीय कर्त्तव्यों के निर्वहन में परेशानी उत्पन्न होने या उस पर असर पड़ने की संभावना हो, करने की अनुज्ञा देगा और किसी ऐसे व्यक्ति को, जिससे उसके पदीय कामकाज के सम्बन्ध में व्यवहार होने की संभावना है, न तो धन ब्याज पर उधार देगा, न ही किसी ऐसे व्यक्ति से धन उधार लेगा ।

(14) कर्मचारी अपने निजी क्रियाकलापों का इस प्रकार प्रबन्ध करेगा, ताकि वह आभ्यासिक ऋणग्रस्तता या दिवालियापन से बच सके । जब कोई कर्मचारी ऋण के लिए गिरफ्तार होने का दायी पाया जाता है, या दिवालियापन का अवलंबन लेता है, या जब पाया जाता है कि उसके वेतन का आधा भाग लगातार कुर्क हो रहा है, तो वह पदच्युति के लिए दायी होगा । कोई भी कर्मचारी जा, दिवालियापन के लिए विधिक कार्यवाहियों के अध्यक्षीन हो जाता है, तो वह पूर्ण तथ्यों को विश्वविद्यालय के प्राधिकारियों को तत्काल सूचित करेगा । यदि कोई कर्मचारी, किन्हीं दाण्डिक कार्यवाहियों में अन्तर्वलित हो जाता है, तो वह विभागाध्यक्ष, जिससे वह सम्बद्ध है, के माध्यम से इस तथ्य के होते हुए भी कि उसे जमानत पर छोड़ा गया है या नहीं, सक्षम प्राधिकारी को तत्काल सूचित करेगा और वह कर्मचारी जिसे पुलिस अभिरक्षा में, चाहे दाण्डिक आरोप के लिए या अन्यथा, अड़तालीस घण्टों से दीर्घतर अवधि के लिए निरुद्ध किया गया है, विश्वविद्यालय में तब तक अपना कर्त्तव्य ग्रहण नहीं करेगा, जब तक उसने सक्षम प्राधिकारी से उस प्रभाव की लिखित अनुज्ञा प्राप्त न कर ली हो ।

(15) कर्मचारिवृन्द का प्रत्येक सदस्य, विश्वविद्यालय सेवा में प्रथम नियुक्ति पर और तत्पश्चात् ऐसे अन्तरालों पर, जो सम्बद्ध प्राधिकारी (अॅथारिटी) के साधारण या विशेष आदेशों द्वारा विहित किए जाएं, ऐसे प्रारूप पर, जिसे विश्वविद्यालय इस निमित्त विहित करे, उसके स्वामित्व के अधीन, उस द्वारा अर्जित या विरासत में आई या उस द्वारा पट्टे या बन्धक पर, उसके स्वयं के नाम पर या उसके परिवार के किसी सदस्य के नाम पर या किसी अन्य व्यक्ति के नाम पर ली गई समस्त जंगम (चल) या स्थावर (अचल) सम्पत्ति की विवरणी (रिटर्न) प्रस्तुत करेगा ।

(16) कोई भी कर्मचारी, सम्बद्ध प्राधिकारी की पूर्व मंजूरी के सिवाय, किसी पदीय कार्य, जो प्रतिकूल आलोचना या मानहानिकरण प्रकृति की भर्त्सना का विषय रहा हो, से दोषमोचन हेतु किसी भी न्यायालय या प्रेस की शरण नहीं लेगा :

परन्तु इस पैरा की कोई भी बात किसी भी कर्मचारी को, उसके निजी चरित्र या उसके द्वारा उसकी निजी हैसियत में किए गए किसी कार्य को दोषमुक्त करने हेतु प्रतिषिद्ध करने वाली नहीं समझी जाएगी ।

(17) जब कभी कोई कर्मचारी, कोई दावा पेश करना चाहता है या उसके प्रति किसी अन्याय के लिए प्रतिदोष चाहता है, तो वह अपने मामलों को उचित माध्यम द्वारा अग्रेषित करेगा, और किसी भी उच्चतर प्राधिकारी (अॅथारिटी) को अपने अभ्यावेदन की अग्रिम प्रतियां तब तक अग्रेषित नहीं करेगा, जब तक निम्न

प्राधिकारी (लोअर अॅथारिटी) द्वारा उसका दावा नामंजूरन कर दिया हो या अनुतोष देने से इन्कार न कर दिया हो, या मामले का निपटारा करने में तीन मास से अधिक का विलम्ब न हुआ हो :

परन्तु कोई भी कर्मचारी किसी भी शिकायत को दूर करने के लिए या किसी अन्य मामले के लिए, प्राधिकारियों (अॅथारिटीज) को सम्बोधित संयुक्त अभ्यावेदन में हस्ताक्षरकर्त्ता नहीं होगा ।

(18) कोई कर्मचारी, किसी भी आचरण नियम को भंग करने या अन्यथा के लिए शास्तियां अधिरोपित करने और उसके विरुद्ध की गई किसी ऐसी कार्रवाई के विरुद्ध अपील करने की बाबत, पश्चात्पूर्ति परिनियमों के उपबन्धों द्वारा विनियमित होगा ।

36. माध्यस्थम् के लिए प्रक्रिया.—(1) विश्वविद्यालय और विश्वविद्यालय के कर्मचारी के बीच उत्पन्न होने वाला कोई भी विवाद, जो एक वर्ष से अधिक अवधि के लिए अविनिश्चित रहता है, किसी भी पक्षकार के अनुरोध पर, निम्नलिखित से गठित माध्यस्थम् अधिकरण को विनिश्चय के लिए निर्दिष्ट किया जाएगा:—

- (i) कुलाधिपति द्वारा नामनिर्दिष्ट अध्यक्ष;
- (ii) प्रबन्ध बोर्ड द्वारा नामनिर्दिष्ट एक व्यक्ति; और
- (iii) सम्बद्ध कर्मचारी द्वारा नामनिर्दिष्ट एक व्यक्ति ।

(2) विश्वविद्यालय, माध्यस्थम् अधिकरण द्वारा, उसके कर्त्तव्यों के दक्षतापूर्ण निर्वहन में, मंगवाए गए किसी अभिलेख, रिपोर्ट या अन्य सूचना को, उसे प्रस्तुत करेगा ।

(3) माध्यस्थम् अधिकरण का विनिश्चय अंतिम होगा और उस द्वारा विनिश्चित मामले की बाबत किसी सिविल न्यायालय में कोई वाद नहीं होगा ।

(4) परीक्षा के लिए कोई भी छात्र या अभ्यर्थी, जिसका नाम विश्वविद्यालय की नामावली(रोल) से, यथास्थिति, कुलपति, अनुशासन समिति या परीक्षा समिति के आदेशों या संकल्प द्वारा हटाया गया है, और जिसे एक से अधिक वर्ष के लिए विश्वविद्यालय की परीक्षा देने से विवर्जित किया गया है, उस द्वारा ऐसे आदेशों या संकल्प की प्रति की प्राप्ति की तारीख से दस दिन के भीतर, कुलाधिपति को अपील कर सकेगा तथा कुलाधिपति, यथास्थिति, कुलपति या समिति के विनिश्चय को पुष्ट, उपान्तरित या उलट सकेगा और छात्र के विरुद्ध विश्वविद्यालय द्वारा की गई किसी अनुशासनिक कार्रवाई से उत्पन्न होने वाला कोई भी विवाद, ऐसे छात्र के अनुरोध पर, ऐसी रीति में, जैसी अध्यादेशों/विनियमों में विनिर्दिष्ट की जाए, माध्यस्थम् अधिकरण को निर्दिष्ट किया जाएगा ।

(5) विश्वविद्यालय के प्रत्येक कर्मचारी या छात्र या किसी विद्या इकाई को, अधिनियम में अन्तर्विष्ट किसी बात के होते हुए भी, यथास्थिति, किसी अधिकारी या प्राधिकारी(अॅथारिटी) के विनिश्चय के विरुद्ध, ऐसे समय के भीतर, जो पश्चात्पूर्ति परिनियमों में विहित किया जाए, कुलाधिपति को अपील करने का अधिकार होगा और तदुपरि कुलाधिपति उस विनिश्चय को, जिसके विरुद्ध अपील की गई है, पुष्ट, उपान्तरित या उलट सकेगा ।

(6) समस्त विवाद, सिविल न्यायालय, सोलन, जिला सोलन, हिमाचल प्रदेश की अधिकारिता के अधधीन होंगे ।

(7) पूर्वोक्त अधिनियम या उक्त अधिनियम के अधीन बनाए गए परिनियमों या अध्यादेशों के किन्हीं भी उपबन्धों के अनुसरण में सद्भावपूर्वक की गई कोई बात या की जाने के लिए आशयित किसी बात के लिए, कोई भी वाद या अन्य विधिक कार्यवाही विश्वविद्यालय के किसी भी अधिकारी के विरुद्ध न होगी ।

37. विश्वविद्यालय के छात्रों में अनुशासन बनाए रखना.—(1) अनुशासन और अनुशासनिक कार्रवाई सम्बन्धी समस्त शक्तियां, कुलपति में निहित होंगी ।

(2) कुलपति, अपनी समस्त या ऐसी शक्तियों को, जिन्हें वह उचित समझे, ऐसे अन्य व्यक्तियों, जिन्हें वह इस निमित्त विनिर्दिष्ट करे, प्रत्यायोजित कर सकेगा ।

(3) इन परिणियमों के अधीन अनुशासन प्रवर्तित करने की शक्तियों की व्यापकता पर प्रतिकूल प्रभाव डाले बिना, निम्नलिखित को घोर अनुशासनहीनता का कृत्य समझा जाएगा:—

- (क) विश्वविद्यालय या विद्या इकाई के अध्यापन और अध्यापनेत्तर कर्मचारिवृन्द के किसी सदस्य या छात्र के विरुद्ध, शारीरिक हमला करना या शारीरिक बल के प्रयोग की धमकी देना ;
- (ख) किसी हथियार को ले जाना या प्रयोग करना या प्रयोग करने की धमकी देना ;
- (ग) सिविल अधिकार संरक्षण अधिनियम, 1955 (1955 का 22) के उपबन्धों का कोई अतिक्रमण करना ;
- (घ) अनुसूचित जाति और अनुसूचित जनजाति से सम्बन्धित छात्रों की प्रास्थिति, गरिमा और सम्मान का अतिक्रमण करना;
- (ङ) महिलाओं के प्रति कोई अनादरसूचक व्यवहार करना, चाहे मौखिक हो या अन्यथा ;
- (च) घूस लेने-देने या किसी भी रीति में भ्रष्टाचार का प्रयत्न करना ;
- (छ) संस्था और सम्पत्ति का जानबूझ कर विनाश करना ;
- (ज) धार्मिक या साम्प्रदायिक आधार पर वैमनस्य या असहिष्णुता पैदा करना ;
- (झ) विश्वविद्यालय प्रणाली के शैक्षणिक कृत्यों में किसी भी रीति में, अव्यवस्था पैदा करना ; और
- (ञ) रैगिंग करना ।

(4) कुलपति, अनुशासन को बनाए रखने और अनुशासन बनाए रखने के हित में ऐसी कार्रवाई करने की, जो उसे उचित प्रतीत हो, अपनी शक्तियों पर प्रतिकूल प्रभाव डाले बिना, अपनी उपर्युक्त शक्तियों का प्रयोग करते हुए, आदेश या निदेश कर सकेगा कि किसी छात्र या छात्रों को—

- (क) निष्कासित किया जाए; या
- (ख) कथित अवधि तक निकाल दिया जाए; या
- (ग) कथित अवधि तक किसी विद्या इकाई में अध्ययन के पाठ्यक्रम या पाठ्यक्रमों में प्रवेश नहीं दिया जाए; या
- (घ) ऐसी राशि का जुर्माना किया जाए, जो विनिर्दिष्ट किया जा सकेगा; या
- (ङ) विश्वविद्यालय या विद्या इकाईयों की या परीक्षाएं देने से, एक या एक से अधिक वर्षों के लिए विवर्जित किया जाए; या
- (च) सम्बन्धित छात्र या छात्रों की उस परीक्षा या उन परीक्षाओं जिनमें वह/वे बैठे हैं, के परिणाम रद्द कर दिए जाएं ।

(5) विद्या इकाईयों ` अधिष्ठाता, हॉलों के अध्यक्ष, संकाय अधिष्ठाता, विश्वविद्यालय में अध्यापन विभागों के अध्यक्ष, और पुस्तकालयाध्यक्ष छात्रों पर विश्वविद्यालय में, उनकी अपनी-अपनी विद्या इकाईयों, हॉलों, संकायो, विभागों में अनुशासनिक प्राधिकार का प्रयोग करेंगे जो विद्या इकाईयों, आवास हॉलों और सम्बन्धित विभागों में अध्यापन के उचित संचालन के लिए कुलपति के अनुमोदन के अधधीन, आवश्यक हो ।

(6) कुलपति और अधिकारियों की शक्तियों पर प्रतिकूल प्रभाव डाले बिना, अनुशासन और उचित आचार के लिए विश्वविद्यालय द्वारा विस्तृत विनियम बनाए जाएंगे।

(7) प्रवेश के समय प्रत्येक छात्र से ऐसी घोषणा पर हस्ताक्षर करने की अपेक्षा की जाएगी कि वह प्रवेश पाने पर, स्वयं को कुलपति और अन्य प्राधिकारियों (अॅथारिटीज), जिन्हें पूर्वोक्त अधिनियम, परिनियमों, अध्यादेशों और विनियमों के अधीन अनुशासन प्रयोग करने का प्राधिकार निहित किया जा सके की अनुशासनिक अधिकारिता के अधीन करता है।

38. रैगिंग का प्रतिषेध और रैगिंग के लिए दण्ड.—(1) विश्वविद्यालय या विद्या इकाईयों के परिसर के भीतर या बाहर, किसी भी प्रकार की रैगिंग का सर्वथा प्रतिषेध होगा।

(2) रैगिंग का कोई वैयक्तिक या सामूहिक कार्य या व्यवहार, घोर अनुशासनहीनता समझी जाएगी और इसके लिए इस परिनियम के अधीन कार्रवाई की जाएगी।

(3) इस परिनियम के प्रयोजनों के लिए, रैगिंग से साधारणतया ऐसा कोई कार्य, आचरण या व्यवहार अभिप्रेत है जिसके द्वारा वरिष्ठ छात्रों की प्रभुतापूर्ण शक्तियों या प्रास्थिति (हैसियत) को, नए भर्ती किए छात्रों या उन छात्रों, जिन्हें किसी भी रूप में अन्य छात्रों से कनिष्ठ या अश्रेष्ठ समझा गया है, पर उपस्थापित किया जाए और इसके अन्तर्गत ऐसे वैयक्तिक या सामूहिक कार्य या व्यवहार हैं —

- (क) जिनमें शारीरिक हमला या शारीरिक बल प्रयोग करने की धमकी अन्तर्वलित हो;
- (ख) जो महिला छात्रों की प्रास्थिति, गरिमा और सम्मान का अतिक्रमण करते हों ;
- (ग) जो अनुसूचित जातियों और अनुसूचित जनजातियों से सम्बन्धित छात्रों की प्रास्थिति, गरिमा और सम्मान का अतिक्रमण करते हों ;
- (घ) जिनसे छात्रों का उपहास और तिरस्कार हो तथा उनका स्वाभिमान प्रभावित होता हो ; और
- (ङ) जिनमें गाली और छेड़छाड़, अशिष्ट इशारों तथा अश्लील व्यवहार का समावेश हो।

(4) विद्या इकाईयों का अधिष्ठाता, विभागों या विश्वविद्यालय के छात्रावास या निवासों के हालों के अध्यक्ष(हैड) रैगिंग की घटना की किसी भी सूचना पर तुरन्त कार्रवाई करेंगे।

(5) खण्ड (4) में किसी बात के होते हुए भी, अधिकारी, रैगिंग की किसी भी घटना की जांच भी कर सकेगा और उनकी पहचान, जो रैगिंग में शामिल हैं, की रिपोर्ट तथा घटना के स्वरूप की रिपोर्ट, कुलपति को कर सकेगा।

(6) अधिकारी, रैगिंग का अपराध करने वालों की पहचान तथा रैगिंग की घटना के स्वरूप को स्थापित करते हुए एक प्रारम्भिक रिपोर्ट भी, कुलपति को प्रस्तुत कर सकेगा।

(7) यदि विद्या इकाईयों का अधिष्ठाता या विभाग के अध्यक्ष (हैड) का समाधान हो जाता है कि लिखित में अभिलिखित किसी भी कारण से ऐसी जांच करना युक्तियुक्त रूप से व्यावहारिक नहीं है, तो वह कुलपति को तदनुसार परामर्श दे सकेगा।

(8) जब कुलपति का समाधान हो जाता है कि ऐसी जांच करना समीचीन नहीं है, तो उस पर उसका विनिश्चय अंतिम होगा।

(9) खण्ड 3 (क), 3(ख) और 3(ग) में वर्णित रैगिंग की घटनाओं के होने को प्रकट करने वाले खण्ड (5) या खण्ड (6) के अधीन रिपोर्ट, या सुसंगत प्राधिकारी (अॅथारिटी) द्वारा खण्ड (7) के अधीन अवधारण की प्राप्ति पर, कुलपति छात्र या छात्रों को विनिर्दिष्ट वर्षों के लिए निकालने का निदेश या आदेश करेगा।

(10) कुलपति, रैगिंग के अन्य मामले में आदेश या निदेश दे सकेगा कि किसी छात्र या छात्रों को निकाल दिया जाए या कथित अवधि तक किसी विद्या इकाई में अध्ययन के पाठ्यक्रम या विभागीय परीक्षा में प्रवेश के लिए एक या अधिक वर्षों के लिए उसे/उन्हें प्रवेश न दिया जाए या सम्बन्धित छात्र या छात्रों के उस परीक्षा या परीक्षाओं, जिनमें वह बैठा है/वे बैठे हैं, के परिणाम को रद्द कर दिया जाए ।

(11) यदि किसी छात्र को, जिसने विश्वविद्यालय की उपाधियां प्राप्त की हैं, इस परिनियम के अधीन दोषी पाया जाता है, तो विश्वविद्यालय द्वारा प्रदत्त उपाधियों को वापस लेने के लिए समुचित कार्रवाई प्रारम्भ की जाएगी ।

(12) इस परिनियम के प्रयोजन के लिए, रैगिंग का दुष्प्रेरण, चाहे रैगिंग के किसी कार्य, व्यवहार या उद्दीपन के रूप में हो, को भी रैगिंग समझा जाएगा ।

(13) विश्वविद्यालय के भीतर समस्त विद्या इकाइयां इस परिनियम के अधीन जारी अनुदेशों/निदेशों को कार्यान्वित करने के लिए आबद्ध होगी, तथा परिनियम के प्रभावी कार्यान्वयन की अभिप्राप्ति के लिए कुलपति को सहायता और सहयोग देगी ।

39. अध्येतावृत्तियां, छात्रवृत्तियां, अध्ययनवृत्तियां, पदक, पारितोषिक आदि संस्थित करना.—(1) विद्या परिषद् प्रत्येक विद्या इकाई के समुचित संकाय के परामर्श से कार्रवाई प्रारम्भ करेगी तथा अध्यापन निःशुल्कता (ट्यूशन फ्रीशिप) अध्येतावृत्तियां, छात्रवृत्तियां, अध्ययनवृत्तियां, पदक, पारितोषिक आदि संस्थित किए जाने की सिफारिश करेगी । विद्या परिषद्, इन पुरस्कारों की सिफारिश कुलाधिपति को पुष्टि हेतु करेगी ।

(2) प्रत्येक संकाय अधिष्ठाता या विद्या इकाई के अध्यक्ष का यह उत्तरदायित्व होगा, कि वह विद्या परिषद् द्वारा अनुमोदित स्कीमों के लिए बजट में पर्याप्त उपबन्ध सुनिश्चित करे ।

(3) प्रबन्ध बोर्ड को इसके द्वारा अनुमोदित अध्यापन निःशुल्कता (ट्यूशन फ्रीशिप), अध्येतावृत्तियों, छात्रवृत्तियों, अध्ययनवृत्तियों, पदकों, पारितोषकों इत्यादि को, प्रदान करने, निलम्बित करने या रद्द करने के प्रयोजन के लिए नियम और विनियम बनाने की पूर्ण शक्तियां होंगी:

परन्तु अध्यापन निःशुल्कता (ट्यूशन फ्रीशिप), अध्येतावृत्तियों, छात्रवृत्तियों, अध्ययनवृत्तियों, पदकों, पारितोषकों, योग्यता एवं आय छात्रवृत्तियों, शिक्षा ऋणों और अन्य रियायतों की विद्यमान स्कीमें उस समय तक प्रवृत्त रहेंगी, जब तक कि उनको कुलाधिपति द्वारा प्रतिस्थापित, परिवर्तित या अन्यथा निपटा नहीं दिया जाता ।

(4) अध्यापन फीस (ट्यूशन फीस), रियायतें, उस योग्यता, जो विद्या परिषद् द्वारा समय-समय पर विनिश्चित की जाए, के आधार पर प्रदान की जाएंगी ।

40. प्रवेश पॉलिसी.—(1) अधिनियम तथा तत्समय प्रवृत्त किसी अन्य विधि के उपबन्धों के अधीन, स्नातक पूर्व/एकीकृत/स्नातकोत्तर/डॉक्टर संबंधी (डॉक्टरल) प्रोग्रामों में प्रवेश, सर्वथा राज्य स्तर/अखिल भारतीय स्तर पर संचालित प्रवेश परीक्षा में मैरिट/रैंक तथा अर्हता परीक्षा में अभिप्राप्त अंकों/ग्रेडों तथा पाठ्यक्रमोत्तर क्रियाकलापों में उपलब्धियों के आधार पर दिया जाएगा । यदि किसी प्रोग्राम के लिए राज्य स्तर/अखिल भारतीय स्तर पर कोई प्रवेश परीक्षा संचालित नहीं की जाती है, तो विश्वविद्यालय अपनी स्वयं की प्रवेश परीक्षा संचालित कर सकेगा । यदि विश्वविद्यालय द्वारा कोई परीक्षा संचालित नहीं की जाती है, तो अर्हता परीक्षा में मैरिट प्रवेश का मानदण्ड होगी । विश्वविद्यालय द्वारा चलाए जा रहे विभिन्न प्रोग्रामों में प्रवेश के लिए पात्रता मानदण्ड और प्रक्रिया समय-समय पर, अध्यादेशों/विनियमों के माध्यम से विनिर्दिष्ट की जाएगी ।

(2) प्रत्येक पाठ्यक्रम में पच्चीस प्रतिशत स्थान (सीटें) उन अभ्यर्थियों के लिए आरक्षित रखे जाएंगे जो हिमाचल प्रदेश के स्थाई निवासी हैं । विश्वविद्यालय अनुसूचित जातियों, अनुसूचित जनजातियों, शारीरिक रूप से विकलांग तथा अन्य सामाजिक तथा शैक्षणिक रूप से पिछड़े वर्गों के अभ्यर्थियों के लिए स्थान(सीटें) उस विस्तार तक आरक्षित रखेगा जो हिमाचल प्रदेश सरकार द्वारा समय-समय पर अधिसूचित किए जाएं :

परन्तु यदि आरक्षित प्रवर्गों के अधीन आबंटित स्थान(सीटें) रिक्त रह जाते हैं, तो स्थान(सीटें) सामान्य प्रवर्ग में सम्परिवर्तित कर दिए जाएंगे तथा सामान्य प्रवर्ग से सम्बन्धित अभ्यर्थियों को प्रस्थापित किए जाएंगे ।

41. छात्रों से प्रभारित की जाने वाली फीस की बाबत उपबन्ध.—(1) विश्वविद्यालय की फीस संरचना अधिनियम की धारा 32 के उपबंधों के अनुसार विनिश्चित की जाएगी ।

(2) फीस अर्धवार्षिक/वार्षिक आधार पर प्रभारित की जाएगी और फीस के संग्रहण के लिए समय अनुसूची, विवरणिका(प्रॉस्पेक्टस) में अधिसूचित की जाएगी ।

42. विभिन्न पाठ्यक्रमों में स्थानों (सीटों) की संख्या की बाबत उपबन्ध.—(1) विभिन्न पाठ्यक्रमों में स्थानों (सीटों) की कुल संख्या, विद्या परिषद् द्वारा विनिश्चित की जाएगी तथा कुलाधिपति द्वारा अनुमोदित की जाएगी । तथापि, प्रत्येक पाठ्यक्रम में विभिन्न प्रवर्गों के लिए स्थानों (सीटों) का आरक्षण, सरकार के प्रचलित नियमों के अनुसार रखा जाएगा और विभिन्न प्रवर्गों के लिए रिक्तियां खुले प्रवर्ग के अभ्यर्थियों द्वारा भरी जा सकेगी ।

(2) विभिन्न पाठ्यक्रमों में स्थानों (सीटों) की संख्या, कुलाधिपति के अनुमोदन के अध्यक्षीन, विद्या परिषद् के विवेक पर, बढ़ाई या घटाई जा सकेगी ।

(3) विभिन्न पाठ्यक्रमों में स्थानों(सीटों) का वितरण, कुलाधिपति के अनुमोदन से विद्या परिषद् द्वारा विनिश्चित किया जाएगा ।

आदेश द्वारा,
हस्ताक्षरित/—
प्रधान सचिव ।

[Authoritative English Text of this Department Notification number EDN-A-Ka (3)-13/2009- dated, 6th August, 2010 as required under clause (3) of article 348 of the constitution of India].

HIGHER EDUCATION DEPARTMENT

NOTIFICATION

Shimla-171002, the 6th August, 2010

No. EDN-A-Ka (3)-13/2009.—In exercise of the powers conferred by sub-section (2) of section 26 of the Manav Bharti University (Establishment and Regulation) Act, 2009 (Act No. 22 of 2009), the Governor, Himachal Pradesh, is pleased to make the following First Statutes of the Manav Bharti University, namely :-

The First Statutes of the Manav Bharti University, 2010

1. Short title and commencement.—(1) These statutes may be called the First Statutes of the Manav Bharti University, 2010.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Definitions.— (1) In these Statutes unless there is anything repugnant to the subject or context,-

- (a) “Academic Units” means institutes, schools, colleges, Departments etc., established and maintained by the University;
- (b) “Act” means the Manav Bharti University (Establishment and Regulation) Act, 2009;
- (c) “Authority” means any of the Authority of the University;
- (d) “employee” means all the employees whether teaching or non-teaching of the University;
- (e) “Officer or Officers” means Officer or Officers of the University; and
- (f) “section” means a section of the Act.

(2) All words and expressions used in these statutes but not defined shall have the same meanings respectively as assigned to them in the Act.

3. Other Officers of the University.—In addition to the officers specified in section 11, there shall be the following other officers, namely:-

- (i) the Dean of Academic Affairs;
- (ii) the Deans of Faculty (ies);
- (iii) the Dean of Studies;
- (iv) the Dean of Students Welfare;
- (v) the Dean of Postgraduate Studies;
- (vi) the Dean of Co-operative Studies and Placement;
- (vii) the Controller of Examination; and
- (viii) the Librarian;

4. Powers and functions of the Chancellor.— (1) In addition to the powers conferred upon him, under sub-section (4) of section 12, the Chancellor shall exercise the following powers, namely:-

- (a) he shall be the chairperson of the Governing Body;
- (b) he shall have the right to conduct an inspection or cause an inspection to be made, by such officer or officers as he may direct, of the University or any Academic Units, including the buildings, laboratories, records and equipments thereof and also of the examinations, teaching and other work conducted or done by it, or to cause an inquiry to be made in a like manner in respect of any matter connected with the administration and finances of the University, or any Academic Units;
- (c) In case of its inspection or inquiry relating to any of the affairs of the University or any Academic Units, he shall communicate to the Vice-Chancellor the result of such inspection or inquiry together with his views thereon and advise him with regard to the action to be taken thereon and on receipt of the report made by him, the Vice-

Chancellor shall communicate the same forth-with to the Board of Management for consideration and the Board of Management shall communicate through the Vicechancellor to the Chancellor such action, if any, as it proposes to take or has been taken by it upon the results of such inspection or inquiry;

- (d) Where the Board of Management or the Management of the Faculty or Academic Units, as the case may be, does not take action to his satisfaction, he may after considering any explanation furnished or representation made by the Board of Management or Management of the Faculty or Academic Units, as the case may be, issue such directions as he may deem fit and the University or the Faculty or Academic Units, as the case may be, shall comply with such directions;
- (e) Without prejudice to the foregoing provisions, he may, by an order in writing, annul proceedings of the University or any of its authority or the decision of any officer, as the case may be, which is not in conformity with the provisions of the Act or these statutes or the subsequent statutes or ordinances, as the case may be:

Provided that before making such order, he shall call upon the university or faculty or any of its Academic Units, as the case may be, to show cause why such an order should not be made and if any cause is shown within the period specified by it or by him in this behalf, he shall consider the same.

(2) When the Chancellor is away from the Head-quarter or if he is unable to perform his duties due to ill health or for any other reasons, the Vice-Chancellor, and if the office of the Vice-Chancellor is also vacant, such officer, as he may appoint, shall perform his duties, and the Vice-Chancellor or as the case may be, the officer appointed by him shall, at the earliest opportunity, report the action taken by him for his confirmation:

Provided that if the action taken is not approved by him, his decision thereon shall be final.

5. Terms and conditions of service and powers and functions of the Vice-Chancellor.— (1) The Vice-Chancellor shall be a whole time salaried officer.

(2) The Vice-Chancellor shall be provided a rent free residence and full maintenance thereof.

(3) The Vice-Chancellor may resign from his office by serving a notice of one month in writing under his hand addressed to the Chancellor:

Provided that where the circumstances so warrant, the Chancellor may waive off the period of notice and accept the resignation forthwith.

(4) If the office of the Vice-Chancellor falls vacant due to resignation or otherwise, the Chancellor may appoint any officer of his choice who shall perform the duties of the Vice-Chancellor, until the vacancy is filled up on regular basis or until the Vice-Chancellor resumes his duties, as the case may be, and the officer so appointed shall have all the powers of the Vice-Chancellor and shall be entitled to the privileges and amenities of the Vice-Chancellor:

Provided that such interim arrangement shall not exceed a period of one year from the date on which such an arrangement is made.

(5) In addition to the powers conferred upon him under section 13, the Vice-Chancellor shall exercise and perform the following powers and functions, namely:-

- (a) he shall be entitled to be present at, and to address any meeting of any Authority;
- (b) he shall exercise control over the affairs of the University and shall give effect to the decisions of all the authorities in letter and spirit and ensure that they are not contradictory in nature and practice;
- (c) he shall have all the powers necessary for the proper maintenance of discipline in the University and he may delegate any such powers to such officer or officers as he may deem fit;
- (d) he shall make appointments of the Deans, Principals, Professors, Associate Professors, Readers, Lecturers, Librarian, other teachers and such academic staff of Academic Unit established by the University, as may be necessary, on the recommendations of the selection committees constituted for the purpose by the Chancellor. He shall be the chairperson of such committee(s):

Provided that he may make short-term appointments, for a period not exceeding one year, of such officers as he may consider necessary for the functioning of the University;

- (e) he shall grant leave of absence to any officer of the University and make necessary arrangements for the discharge of the functions of such an officer during the period of his absence;
- (f) he shall grant leave of absence to any employee and if he so decides may delegate such powers to any other officer or officers;
- (g) he shall have the authority to take disciplinary action against any employee for any omissions and commissions, dereliction of duty etc. as may be specified by the subsequent statutes:

Provided that if the decision taken by any authority on his report affects any person in the service of the University, the said person may appeal to the Chancellor within thirty days from the date on which such a decision was communicated to him and the decision of the Chancellor on such appeal shall be final;

- (h) he shall have the power to convene or cause to be convened meetings of the various authorities, except that of the Governing Body;
- (i) If in his opinion it is necessary to take immediate action on any matter for which powers are conferred on any other authority under the Act, he may take such action as he deems necessary and shall, at the earliest opportunity thereafter, report his action to such officer or authority as would have in the ordinary course dealt with the matter:

Provided that if in the opinion of the concerned officer or authority such action should not have been taken by him, then such case shall be referred to the Chancellor, whose decision thereon shall be final;

- (j) he shall act as a vital link with the University Grants Commission or All India Council of Technical Education or National Council of Teacher Education or Council for

Architecture or Universities or Pharmacy Council or NAAC or NBA, other National and International agencies and other regulatory authorities, as the case may be;

- (k) he shall take steps and bring about NAAC or NBA accreditation for Institutions or Departments, to provide guidance and logistic support for getting the highest possible grade to the institution and to help the Departments and Institution to get maximum amounts of financial grants from various funding agencies including UGC or AICTE, State and Central Governments;
 - (l) he shall take steps to keep abreast with the latest Educational policies of both the State and Central Governments and also the corpus of knowledge and trends in various disciplines and to apprise the Departments or Institution about the same and to guide them in their proper implementation;
 - (m) he shall, at the close of each academic year, in the manner specified in the subsequent statutes or ordinances, assess and evaluate the teaching and research works done by the members of the Faculty, if he deems necessary, he may appoint a committee of experts for the purpose. On such assessment or evaluation, if he is of the opinion that the work and conduct of any member of the Faculty is not satisfactory, he may, in the manner as laid down in the subsequent statutes or ordinances, initiate or cause to be initiated action against such a member;
 - (n) he shall exercise such other powers as may be specified in the subsequent statutes; and
 - (o) he shall ensure that the provisions of the Act, statutes, ordinances and the regulations are duly observed and implemented and he shall take all necessary steps in this regard.
- (6) Other terms and conditions of service of the Vice-Chancellor shall be such as may be specified in the subsequent statutes.

6. Appointment, terms and conditions of service of the Registrar and his powers and functions.— (1) The Registrar shall be appointed by the Chancellor on the recommendations of a Selection Committee constituted for the purpose headed by the Vice-Chancellor on the terms and conditions of service as may be specified in the subsequent statutes or the ordinances.

(2) When the office of the Registrar is vacant or when the Registrar by reason of illness or absence for any other cause is unable to perform his official duties, his duties shall be performed by such officer as the Vice-Chancellor may appoint subject to the approval of the Chancellor.

(3) The Registrar shall be a whole time salaried officer and work under the control of the Vice-Chancellor.

(4) It shall be the duty of the Registrar, –

- (a) to formulate a time schedule for various academic and administrative activities for the annual or semester format including receiving of applications for admission to the University and to keep a permanent record of all syllabi, curricula and information connected therewith;
- (b) to assist the Controller of Examination for the conduct of examinations in the manner as may be specified in the subsequent statutes;

- (c) to maintain a register of all degrees, diplomas and academic distinctions conferred by the University;
- (d) to have the custody of the record, the common seal and other properties of the University as the Chancellor may commit to his charge;
- (e) to supply to the Chancellor copies of the agenda of meetings of the authorities as soon as they are issued and the minutes of such meetings ordinarily within a month of the holding of the meetings;
- (f) to represent the University in suits or proceedings by or against the University, sign power of attorney, verify pleadings and depute his representative for this purpose;
- (g) to enter into agreements, contracts, sign documents and authenticate records on behalf of the University; and
- (h) to perform such other functions as may from time to time be assigned to him by the Vice-Chancellor and the Chancellor, as the case may be.

7. Appointment, terms and conditions of service of the Chief Finance and Accounts Officer and his powers and functions.— (1) The Chief Finance and Accounts Officer shall be appointed by the Chancellor on the recommendations of the Selection Committee constituted for the purpose and headed by the Vice-Chancellor on such terms and conditions of service as may be specified in the subsequent statutes or the ordinances.

(2) The Chief Finance and Accounts Officer shall be a whole time salaried officer and shall work under the control of the Vice-Chancellor.

(3) When the office of the Chief Finance and Accounts Officer falls vacant or when he is by reason of illness or absence for any other cause, unable to perform his official duties, such duties shall be performed by such officer as the Vice-Chancellor may appoint for this purpose. Such appointment shall be for a period of one year or till a permanent incumbent is appointed by the Chancellor, whichever is earlier.

- (4) The Chief Finance and Accounts Officer shall,-
 - (a) exercise general supervision over the funds of the University and shall advise it as regard to its financial policy;
 - (b) be responsible for the proper maintenance of the accounts of the University; and
 - (c) perform such other financial functions as may be assigned to him by the Vice-Chancellor as may be specified in the subsequent statutes or the ordinances.
- (5) Subject to the control of the Vice-Chancellor, the Chief Finance and Accounts Officer shall,-
 - (a) hold and manage the property and investments including trust and endowed property for the furtherance of the objects of the University;
 - (b) ensure that the limits fixed by the Finance Committee for recurring and non-recurring expenditures for the financial year are not exceeded and that all moneys are expended on the purposes for which they are granted or allotted;

- (c) be responsible for the preparation of annual accounts and the budget of the University for the next financial year and presentation of the same to the Board of Management through the Vice-Chancellor and also for ensuring that the financial sanctions are obtained in time;
- (d) keep a constant vigilance on the state of the cash and bank balances and investments;
- (e) watch and progress the collection of revenue and advise on the methods of collection employed in relation thereto;
- (f) keep all money belonging to the University in a Scheduled Bank approved by the Chancellor;
- (g) ensure that the registers of the properties, buildings, land, furniture and equipments are maintained up-to-date and that the stock checking of equipments and other consumable material in all offices and academic units is conducted at regular intervals, or as may be required from time to time;
- (h) call for from any Academic Unit, any information or returns that he may consider necessary to discharge his financial responsibilities; and
- (i) to prepare and issue agenda and maintain minutes of the meetings of the Finance Committee, and conduct the correspondence on behalf of the said Committee.

(6) The receipt of the Chief Finance and Accounts Officer or the officer(s) duly authorized in this behalf by the Chancellor for any money payable to the University shall be sufficient discharge for the same.

8. Appointment, terms and conditions of service of the Dean of Academic Affairs and his powers and functions.— (1) There shall be appointed a Dean of Academic Affairs by the Vice-Chancellor, from amongst teachers of the University who shall not be below the rank of Professor, on the recommendations of the Board of Management.

(2) The terms and conditions of service of the Dean of Academic Affairs shall be such as may be specified in the subsequent statutes.

(3) The Dean of Academic Affairs shall report directly to the Vice-Chancellor and perform the following functions, namely:-

- (a) to develop syllabi of new academic programmes to be established by various Academic Units;
- (b) to update syllabi of existing academic programmes of various programmes of the University;
- (c) to develop inter-discipline and joint degree academic programmes and their syllabi;
- (d) to seek accreditation from the appropriate accrediting/professional agencies including both national and international agencies;
- (e) to develop academic collaboration for the University with Institutions of repute both in India and abroad;

- (f) to recommend to the Vice-Chancellor about the establishment of new academic programmes and for the elimination of certain other programmes;
- (g) to control and implement the various scholarships schemes of State/Central Government for campus students;
- (h) to publish in-house magazines and other similar publications as their Chief Editor and Coordinator;
- (i) to co-ordinate wherever necessary, the work of the teaching staff of the University Academic Departments but not to directly control, the work of the Deans of faculty and Heads of Departments in their respective departments;
- (j) to act as an Academic guide, in developing and improving the teaching and research standards in the faculty/school/college Institutions / Departments;
- (k) to suggest and propose innovations and new ideas in the working of the various educational processes and systems with a view to bring in latest technologies and ideas; and
- (l) to perform any other duty or function allotted to him by the Vice-Chancellor and or the Chancellor.

9. Appointment, terms and conditions of service of the Dean of Faculty (ies) and his powers and functions. — (1) There shall be appointed a Dean of faculty in each faculty by the Vice-Chancellor from amongst the teachers of the University who shall not be below the rank of Professor, on the recommendations of the Board of Management.

(2) The terms and conditions of service of the Dean of Faculty(ies) shall be such as may be specified in the subsequent statutes.

(3) The Dean of Faculty shall report directly to the Vice-Chancellor and perform the following functions, namely:-

- (a) he shall oversee the functioning and development of academic units and co-ordinate with the Dean of Academics in performing such duties;
- (b) he shall advise the Vice-Chancellor regarding all academic and administrative matters of Academic Units; and
- (c) the heads of various academic units, shall report to him on a regular basis.

10. Appointment, terms and conditions of service of the Dean of Studies and his powers and functions.— (1) There shall be appointed a Dean of Studies in each faculty by the Vice-Chancellor from amongst the teachers of the University who shall be not below the rank of Professor, on the recommendations of the selection committee headed by the Vice-Chancellor.

(2) When the office of the Dean of Studies falls vacant or when he is by reason of illness or absence for any other cause, unable to discharge his duties, the same shall be discharged by such officer as the Vice-Chancellor may appoint for this purpose.

(3) The Dean of Studies shall be responsible for the conduct and maintenance of the standards of teaching and research in the Academic Unit ; and

(4) The terms and conditions of service and duties and powers of the Dean of studies shall be such as may be specified in the subsequent statutes and ordinances.

11. Appointment, terms and conditions of service of the Dean of Students Welfare (DSW) and his powers and functions.—(1) The Dean of Students Welfare (DSW) shall be appointed by the Vice-Chancellor, from amongst teachers of the University or who have been teachers of any other university or other suitable person(s) who shall not be below the rank of Professor, or equivalent in experience, on the recommendation of selection committee headed by the Vice-Chancellor. He shall report to the Vice-Chancellor.

(2) The terms and conditions of service of the Dean of Students Welfare (DSW) shall be such as may be specified in the subsequent statutes or the ordinances.

(3) The Dean of Student Welfare (DSW) shall with the approval of the Vice-Chancellor perform the following functions, namely:-

- (a) make arrangement for the student residences in various University Hostels and to supervise discipline of students, studying in the University;
- (b) plan, organize and supervise the co-curricular and cultural activities of the students in the University campus;
- (c) look after the physical welfare, NCC and NSS activities of the students in the University campus;
- (d) deal with all matters pertaining to discipline among the University students in the campus, and outside, except those relating to their academic work, which will be dealt with by the Heads of Departments and/or the Dean of Studies and to recommend penalties as may be deemed necessary, after due enquiry;
- (e) devise ways and means for promoting the well being of the University students which includes inculcating of social, moral, emotional and intellectual values among them, regard for great ideas, like loyalty to country, harmonious co-existence, devotion to duty and pursuit of truth and achieving excellence in studies and other co-curricular activities and sports;
- (f) have the overall charge and supervision of the office of the Dean of Students Welfare; and
- (g) perform any other duty or function which may be allotted to him by the Vice-Chancellor from time to time.

(4) The Vice-Chancellor may authorise any other person to exercise any or all of the duties of the Dean of Students Welfare in his absence.

12. Appointment, terms and conditions of service of the Dean of Post Graduate Studies and his powers and functions.— (1) There shall be appointed a Dean of Post Graduate Studies by the Vice-Chancellor, from amongst teachers of the University or teachers of any other University, who shall not be below the rank of Professor or has the equivalent research and industrial qualification, on the recommendations of the selection committee headed by the Vice-Chancellor.

(2) The terms and conditions of service of the Dean of Post Graduate Studies shall be such as may be specified in the subsequent statutes and ordinances.

(3) The Dean of Post Graduate Studies shall exercise and perform the following powers and functions, with the approval of the Vice-Chancellor and report directly to the Vice-Chancellor, namely:-

- (a) organize, co-ordinate and conduct postgraduate teaching research across Academic Unit;
- (b) co-ordinate all the Postgraduate academic activities at the University level through respective Deans of Faculties and Deans of Studies;
- (c) co-ordinate wherever necessary, the work of the teaching staff of the Academic Departments of the University but not to directly control, the work of the Deans of Faculty, Deans of Studies and Heads of Departments in their respective departments;
- (d) act as an Academic guide, in developing and improving the teaching and research standards in the Academic Units;
- (e) suggest and propose innovations and new ideas in the working of the various educational processes and systems with a view to bring in latest technologies and ideas; and
- (f) perform any other duty or function allotted to him by the Vice-Chancellor.

(4) The Vice-Chancellor may authorise any other officer in the University to exercise any or all of his powers in his absence.

13. Appointment, terms and conditions of service of the Dean of Cooperative Studies and Placement and his functions.— (1) There shall be appointed a Dean of Co-operative Studies and Placement amongst all the faculties by the Chancellor, on the recommendations of the Board of Management in accordance with procedure laid down by it with the approval of the Chancellor.

(2) The terms and conditions of service of the Dean of Co-operative Studies and Placement shall be such as may be specified in the subsequent statutes.

(3) The Dean of Co-operative Studies and Placement shall report to Vice-Chancellor and perform the following duties and functions, namely:-

- (a) to identify institutions of higher learning and training centers where the students could be placed under co-operative academic education and practical training arrangements with perspective employers; and
- (b) under this arrangement, a selected number of students shall study a part of a academic year at the University and spend a part of Academic Year at the training site. At the end of the Academic year this co-operative arrangement of academic training and practical training, may lead to placement opportunities.

14. Appointment, terms and conditions of service of the Controller of Examinations and his powers and functions.— (1) The Controller of Examinations shall be a whole time salaried officer and be appointed by the Chancellor, on the recommendations of the selection committee headed by the Vice-Chancellor.

(2) The terms and conditions of service of the Controller of Examinations shall be the same as that of the Registrar and such other officers of the University.

(3) The Controller of Examinations shall work under the direct control of the Vice-Chancellor and with his approval exercise and perform the following powers and functions, namely:-

- (a) arrange for and supervise the work of examinations of the University in accordance with the manner specified in regulations and rules of the University;
- (b) perform such other duties as may be specified in the subsequent statutes, or ordinances, the regulations and rules or as may be required from time to time by the Vice-Chancellor or the Chancellor;
- (c) conduct all University examinations and make preparatory arrangements for examinations, setting up of the examination centers, appointment of supervisory, invigilation and other staff, ensuring smooth, efficient, fair and transparent conduct of examinations, the printing and supply of Answer Books and receive back of the unused 'Answer Books' from the centers;
- (d) get the question papers set for all University examinations by the examiners or paper setters by ensuring that the Question Papers set are in accordance with the approved scheme of examinations and as per the prescribed syllabi for a particular course / paper. He shall maintain the confidentiality of the entire process of paper setting at all stages;
- (e) get the question papers printed from some reputed but confidential Presses. He shall keep the name and address and phone numbers of the Press. The printed Question Papers must be received back from Press well before the start of the examination so that these reach the examination centers well in time. The entire transportation process must also be kept confidential to prevent any kind of leakage of Question Papers;
- (f) fix the commencement dates of various examinations, prepare the date sheet and schedule for all examinations to be held during the next one year and publish the same well in time for the information of all concerned;
- (g) get the Answer Books for all University examinations evaluated so that the award lists in all such cases are supplied to examination branches or computer section for tabulation, scrutiny and declaration of various examinations results. To ensure that all examination results are declared and published within the schedule fixed for the purpose and the public widely informed accordingly. Rectification of results and rechecking of Answer Books, wherever permissible;
- (h) get the Detailed Marks Cards(DMCs), Degrees and other relevant testimonials prepared for all those students passing out from the University and also get the same supplied to Academic Units, within the period specified for this purpose;
- (i) make arrangements for verifications of credentials of students who had passed out of the University and make application either for Jobs or admissions in India or abroad and would like their credentials to be verified by the University;
- (j) prepare and maintain accounts for secrecy funds, get the same checked and counter-signed from the concerned authority and keep permanent records for all such confidential transactions or accounts;

- (k) take steps for continuous examinations reforms so as to keep updating the existing statutes, regulations and rules relating to examinations, to propose new rules and regulations in relation to examinations and get the same approved from the concerned bodies of the University;
 - (l) draw out the lists of examiners, paper setters, evaluators, centre superintendents, centre Inspectors, members of flying squads, observers, Chief Coordinators, Coordinators of various examinations, both traditional and Entrance tests Examinations and get the same approved with appropriate revisions, if any, from the competent authority of the University;
 - (m) sign Detailed Marks Cards, Degrees and all other certificates and testimonials, wherever it is required to do so. The confidential seals, stamps including the ones carrying signatures be got prepared and kept in safe custody for use at the required time. It will be his responsibility to ensure that these confidential seals are not misused or tampered or lost by anyone for any ulterior purpose. The duplicate DMCs' and Degrees shall be issued by him on an application by the candidate on payment of requisite fee;
 - (n) keep liaison with Dean of Academic Units, Heads of Departments with regard to student's enrolments, conduct of examinations and on other issues relating to students and teachers;
 - (o) work under the direct superintendence and direction of the Vice-Chancellor;
 - (p) receive the examination forms and issue admit card for University examinations;
 - (q) countersign and sanction various TA/DA bills in respect of staff, examiners, supervisory, invigilation and other staff appointed for the conduct of examinations, Evaluation / Reevaluation of Answer Books and tabulation / declaration /publication of Examination results; and
 - (r) perform or discharge any other function or duty as assigned to him by the Vice-Chancellor or the Chancellor.
- (4) The Vice-Chancellor may authorise any other officer to exercise any or all of the powers of Controller of Examinations in his absence.

15. Appointment, terms and conditions of service of the Librarian and his powers and functions.— (1) Subject to the approval of the Chancellor, the Librarian shall be appointed by the Vice-Chancellor on the recommendation of the Selection Committee headed by the Vice-Chancellor constituted by the Chancellor for the purpose and he shall be a whole time salaried officer.

(2) The Librarian shall work under the control and supervision of the Vice-Chancellor and shall be responsible for the maintenance of all libraries of the University.

(3) The Librarian shall have the following functions and duties, namely:-

- (a) he shall have general supervision of the University Libraries;
- (b) he shall prepare the Library budget for the University Library including Department collections;

- (c) he shall have the responsibility of receiving and accessioning all library materials;
- (d) he shall have the responsibility of initiating the purchase requisition for all library materials;
- (e) he shall keep a copy of a research papers, thesis, dissertations and publications by faculty and scholars for use by posterity in its repository;
- (f) he shall have the responsibility of renewing in time subscription to journals;
- (g) he shall prepare a library newsletter at monthly intervals which will carry a list of all library materials received since the last preceding newsletter and other timely library news of interest to students and staff;
- (h) he shall initiate, participate and co-operate in programme designed to stimulate and encourage the use of the library by the students and faculty;
- (i) he shall arrange library hours with the approval of Vice-Chancellor so as to permit maximum library use by both students and faculty members; and
- (j) he shall arrange for departments and Academic Units, small collections of volumes and journals that are in almost constant use by the faculty and students as references or material.

16. Other Authorities of the University.—In addition to the authorities specified in section 17, there shall be the following other authorities, namely:-

- (i) the Planning Board;
- (ii) the Finance Committee;
- (iii) the University Development Committee; and
- (iv) Alumni Relation Committee.

17. Term of office of the nominated Members of the Governing Body.—(1) The term of office of the members of the Governing Body nominated under clauses (c) and (d) of sub-section (1) of section 18 shall be two years.

(2) If a nominated member under clause (1) ceases to be a member due to resignation or otherwise a new member shall be nominated in his place for the remaining period.

(3) A nominated member may be re-nominated as a member of the Governing Body after the completion of the term.

(4) All decisions at the meeting shall be taken by a majority vote of the members present. The Chairperson at the meeting shall have a second or casting vote in the case of equality.

18. Powers and Functions of the Governing Body.—In addition to the powers mentioned under sub-section (3) of section 18, the Governing Body shall have the following additional powers, namely:-

- (i) to approve the subsequent statutes to be framed under section 27 and the first ordinances to be framed under section 28 by the Board of Management and the subsequent ordinances to be framed by the Academic Council under section 29;
- (ii) to establish, equip and maintain the University library or laboratories;
- (iii) to provide for research and the advancement and dissemination of knowledge in such branches of learning as it may deem necessary; and
- (iv) to take all such measures and to do all such acts, as may be necessary or desirable to achieve the objects of the University.

19. Term of office of the nominated Members of the Board of Management.— (1) The term of office of the members of the Board of Management nominated under clauses (b), (c) and (d) of sub-section(1) of section 19 shall be three years.

(2) If a nominated member under clause (1) ceases to be a member due to resignation or otherwise, a new member shall be nominated in his place for the remaining period.

(3) A nominated member can be re-nominated as a member of the Board of Management after the completion of term.

(4) All decisions at the meeting shall be taken by a majority vote of the members present. The Chairperson at the meeting shall have a second or casting vote in the case of equality.

(5) The undecided matters shall be forwarded to the Chancellor for decision and his decision shall be final.

20. Powers and functions of the Board of Management.—As per the provisions of sub-section (3) of section 19, the Board of Management shall exercise and perform following powers and functions ,namely:-

(1) The Board of Management shall, subject to control of the Chancellor, have the power of management and administration of the revenue and property of the University and the conduct of all administrative affairs of the University not otherwise provided for.

(2) Subject to the provisions of the Act, the subsequent statutes and the ordinances, the Board of Management shall, in addition to the other powers vested in it, have the following powers, namely:-

- (a) to approve teaching and other academic posts and to define the functions and conditions of service of Professors, Readers, Lecturers and other Teachers, and other academic staff employed by the University as recommended by the Academic Council;
- (b) to manage and regulate the finances, accounts, investments, property of the University and all other affairs of the University and to appoint such agents as may be considered fit;
- (c) to invest any money belonging to the University including any sudden and unforeseen income, in such stocks, funds, shares or securities as it thinks fit or in the purchase of immovable property in India with like power of varying such investment from time to time, provided that no action under this clause shall be taken without consulting the Finance Committee;
- (d) to create teaching and non teaching posts after taking into account the recommendations of the Academic Council and Finance Committee and to specify the number of appointments thereto;
- (e) to regulate and enforce discipline amongst the employees in accordance with the subsequent statutes and ordinances;
- (f) to transfer or accept transfers of any immovable property on behalf of the University;
- (g) to entertain, adjudicate upon, or redress the grievances of the employees and the students of the University who may, for any reason, feel aggrieved;

- (h) to select the common seal for the University and to provide for the use of such seal; and
- (i) to delegate any of its powers to the Vice-Chancellor, the Registrar, the Chief Finance and Accounts Officer or to any other officer, employees or authority or to a committee appointed by it, as it may deem fit.
- (3) The Board of Management shall publish an annual report containing,--
 - (a) a review of the progress made in different spheres of activities of the University;
 - (b) the amounts of receipts and disbursements and the purpose for which they were made;
 - (c) the number of officers, teachers and other employees and position and remuneration of each, the number of students in the several sections and classes and course of instruction pursued in each; and
 - (d) an estimate of the expenses for the next following year.

21. Constitution of the Academic Council.— (1) The Academic Council shall consist of the following persons, namely:-

(a) **Ex-officio members:-**

- (i) the Vice-Chancellor (Chairperson);
- (ii) the Dean(s) of Faculties of the University;
- (iii) the Dean of Academic Affairs;
- (iv) the Registrar(Member Secretary);
- (v) the Controller of Examinations;
- (vi) the Dean of Students Welfare;
- (vii) the Heads of Departments;
- (viii) the Dean of Co-operative Studies and Placement;
- (ix) the Librarian;
- (x) the Directors of the institutes established by the University; and
- (xi) two Representatives of Teachers.

(b) **Other members:-**

- (i) two persons, not being employees of the University, co-opted by the Academic Council for their special knowledge;
- (ii) the Registrar shall be the Member-Secretary of the Academic Council and shall not have right to vote;
- (iii) one -third of the members shall form the quorum;
- (iv) the members of the Academic Council, other than Ex-officio members, shall hold office for a term of two years;
- (v) all decisions at the meeting shall be taken by a majority vote of the members present. The Chairperson at the meeting shall have a second or casting vote in the case of equality; and
- (vi) the undecided matters shall be forwarded to the Chancellor and decision of the Chancellor thereon shall be final.

22. Powers and functions of the Academic Council.— (1) The Academic Council being principal Academic Authority shall, supervise, direct and control, and be responsible for the maintenance of standards of instructions, education and examinations and other matters connected with the obtaining of degrees and exercise such other powers and perform such other duties as may be specified by the subsequent statutes.

(2) Without prejudice to the generality of the foregoing powers, and subject to the provisions of the Act, rules, the subsequent statutes, regulations and the ordinances, the Academic Council shall in addition to all other powers vested in it, have the following powers and duties, namely:-

- (a) to exercise general supervision over the academic policies of the University, and to give directives regarding methods of instructions, combined teaching among Academic Units, evaluation of research or improvements in academic standards;
- (b) to bring about Inter-disciplinary, Inter-Faculty co-ordination to establish or appoint committees for taking up projects;
- (c) to consider matters of general academic interests either on its own initiative or referred to it by a Faculty or Board of Management and to take appropriate action thereon;
- (d) to frame regulations in consonance with the subsequent statutes and ordinances regarding the academic functioning of the University, discipline, residence, admissions, award of fellowships and studentships, fee concessions, attendance, internal assessment etc.;
- (e) to recommend to the Board of Management the draft of new ordinances or draft amendments to the existing ordinances relating to,-
 - (i) the qualifications of teacher;
 - (ii) student participation in Academic Units' affairs and governance;
 - (iii) management of Academic Units';
 - (iv) degrees, diplomas, certificates, and other academic distinctions to be awarded by the University, qualifications for the same, the duration of the courses of study and other essential features of such courses and the type and nature of examination for such degrees, diplomas or certificates and other academic distinctions;
 - (v) the conduct of examinations, including the terms of office and the manner of appointment and the duties of examining bodies, examiners and moderators;
 - (vi) the admission of the students of the University and their enrolment, the maintenance of discipline among the students; the conditions regarding the residence of students;
 - (vii) the conditions for award of fellowships, scholarships, stipend, medals and prizes;
 - (viii) the fee to be charged for courses of study and for admission to the examinations, degrees and diplomas of the University;
 - (ix) remuneration to be paid to examiners, moderators and tabulators, etc;
 - (x) creation, composition and functions of other bodies, committees, or boards necessary or desirable for improving the academic life of the University;
 - (xi) special arrangements, if any, for the residence, discipline and teaching of women students;
 - (xii) to recommend to the Chancellor introduction of new subject(s) or opening of new department(s) or Institute(s) or school(s) or centre(s) of studies i.e.

Academic Units in a particular Faculty(ies). However, the Academic Council shall evaluate the performance of existing Faculty(ies) before finally recommending to the Board of Management in the matter:

Provided that if the Board of Management disagrees with the Academic Council, it may adopt the draft in an amended form or reject it by a two-thirds majority of the members present and voting and if the majority of two-thirds members is not available, the matter shall be referred to the Chancellor, whose decision thereon shall be final.

- (f) to prescribe number, qualifications and other eligibility conditions for teachers and other academic staff subject to the qualifications specified by UGC and other regulatory bodies;
- (g) to specify the manner of appointment to temporary vacancies of academic staff;
- (h) to provide for the setting up of Chairs, appointment of visiting Professors, Emeritus Professors, Fellows, Artists, and Writers and determine the terms and conditions of such appointments;
- (i) to fix the remuneration payable to the course writers, counsellors, examiners and invigilators and travelling and other allowances payable, after consulting the Finance Committee; and
- (j) to institute fellowships, scholarships, distinctions, studentships etc.

23. Meetings of the Academic Council.— (1) The meeting of Academic Council shall be held on such date and at such time and place as may be fixed by the Vice-Chancellor.

(2) The copies of the agenda of the meeting shall be supplied to the members at least fifteen days before the meeting.

(3) The quorum of the meetings of the Academic Council shall be onethird of its total members.

(4) All questions to be considered in a meeting of the Academic Council shall be decided by a majority of votes of the members present. The Chairperson of the Academic Council shall be entitled to vote and in case of equality, the Chairperson shall exercise the deciding vote.

24. Powers and duties of the Planning Board.—The powers and duties of the Planning Board shall be as under:-

(1) The Planning Board shall consist of the Vice- Chancellor and not more than six members to be nominated by the Chancellor;

(2) All the members of the Planning Board, other than the Vice- Chancellor, shall hold office for a term of three years;

(3) The Planning Board shall design and formulate appropriate plans for development and expansion of the University and it shall, in addition, have the right to advise the Chancellor, Board of Management and the Academic Council on any matter which it may deem necessary for the fulfilment of the objects of the University;

(4) The Planning Board may constitute such committees as may be necessary for planning and monitoring the programmes of the University;

(5) The Planning Board shall meet at such intervals as it may deem expedient, but it shall meet at least twice in a year;

(6) The Vice-Chancellor shall be the Chairperson of Planning Board; and

(7) All decisions at the meeting of the Planning Board shall be taken by a majority vote of the members present. The Chairperson at the meeting shall have a second or casting vote in case of equality.

25. Powers and duties of the Finance Committee.— (1) The Finance Committee shall consist of the following, namely:-

- (i) the Vice-Chancellor;
- (ii) one person to be appointed by the Board of Management from amongst its members other than an employee of the University;
- (iii) three persons to be nominated by the Chancellor; and
- (iv) one member as Government representative.

(2) The Vice-Chancellor shall be the Chairperson of the Finance Committee.

(3) The Chief Finance and Accounts Officer shall be the ex-officio Member Secretary of the Finance Committee and he shall have a right to vote.

(4) Every member of the Finance Committee, other than the ex-officio member, shall hold office for a term of three years from the date on which he becomes a member of the Committee.

(5) Three members of the Finance Committee shall form a quorum for a meeting of the Committee.

(6) The Finance Committee shall meet at least thrice in a year to examine the accounts and scrutinize the proposals for expenditure:

Provided that a period of not exceeding 180 days shall elapse between two consecutive meetings.

(7) All proposals relating to revision of grades, up-gradation of the pay-scales and those items which are not included in the budget, shall be examined by the Finance Committee before those are considered by the Board of Management.

(8) The Finance Committee shall fix the limits for the total recurring and non-recurring expenditure for the year, based on income and resources of the University, and no expenditure shall be incurred by the University in excess of the limits so fixed, without the approval of the Finance Committee.

(9) The annual accounts and the financial estimates of the University prepared by the Chief Finance and Accounts Officer shall be laid before the Finance Committee for consideration and comments and thereafter submitted, with or without amendments to the Board of Management within the overall ceiling fixed by the Committee.

26. The Faculties.—(1) The University shall have such Faculties as may be specified by the subsequent statutes.

(2) Each Faculty shall consist of such Academic Units as may be specified in the ordinances.

(3) No department shall be established or abolished except in accordance with the provisions as may be specified in the subsequent statutes.

27. Miscellaneous provisions concerning Authorities.—(1) Other Committees.—The Governing Body or the Academic Council may appoint such Boards or Committees consisting of members of the Governing Body or Academic Council and while making such appointment may appoint such other persons as the authority in each case may think fit; and such Board or Committee may deal with the subject assigned to it subject to subsequent confirmation by the authority which appointed it.

(2) **Elected Chairperson to preside where no provision is made in the statutes.**—Where, under the Act, the statutes or the ordinances, no provision is made for a Chairperson to preside over a meeting of any University Authority, Board or Committee, or when the Chairperson is absent, the members present shall elect one amongst them to preside over the meeting.

(3) **Resignation.**—(a) Any member other than an ex-officio member of the Governing Body, the Board of Management, the Academic Council or any other Authority of the University or Committee may resign by a letter addressed to the Registrar and the resignation shall take effect as soon as letter is received by the Registrar;

(b) Any officer (whether salaried or otherwise) may resign his office by a letter addressed to the Registrar:

Provided that such resignation shall take effect only on the date from which the same is accepted by the authority competent to fill the vacancy.

(c) If any member of the Authority of the University ceases to be a member of that Authority from which he has been elected or nominated or appointed he shall cease to be the member of the Board or Committee concerned.

28. The manner of appointments and removal of teaching posts.— (1) The teachers of the University shall be appointed by the Vice-Chancellor on the recommendation of selection committee with the approval of the Chancellor.

(2) The Academic Council may, by a special resolution passed by a majority of not less than two-thirds of the members present and voting, withdraw recognition of a teacher:

Provided that no such resolution shall be passed until a notice in writing has been given to that teacher to show cause, within such time as may be specified in the notice as to why such resolution should not be passed and until his objections, if any, and any evidence he may produce in support of them, have been considered by the Academic Council.

(3) No person shall be appointed or recognized as a teacher of the University for the regular post except on the recommendations of a Selection Committee constituted for the purpose.

(4) The Vice-Chancellor shall be authorized to make need based ad-hoc or contract appointments for a period not exceeding one year.

29. Selection Committee.— (1) There shall be Selection Committees for making recommendations for appointments to the posts of the Professor, Reader(Associate Professor), Assistant Professor, Lecturer, Registrar, Controller of Examinations, Finance Officer and the Librarian.

(2) Every Selection Committee under clause(1) shall consist of the Vice-Chancellor who shall be the Chairperson thereof, and person(s) nominated by the Chancellor and, in addition, the

Selection Committee for making recommendations for appointment to a post specified in column (1) of the table below shall have as its members the persons specified in the corresponding entry in column (2) of the said table: -

Professor/Reader.—(i) The Head of the Department concerned if he is Professor.

(ii) Two persons not connected with the University, nominated by the Chancellor, out of a panel of the names recommended by the Vice-Chancellor having special knowledge of or in the subject with which the Professor will be concerned.

Assistant Professor/Lecturer.—(i) The Head of the Department concerned.

(ii) Two persons not connected with the University, nominated by the Chancellor out of a panel of the names recommended by the Vice-Chancellor having special knowledge of or in the subject with which the Assistant Professor or Lecturer will be concerned.

Registrar /Controller of Examination/Chief Finance and Account officer.—Three persons nominated by the Chancellor. One member each shall be an expert in Academic Administration, Management and Finance respectively.

Librarian.—Two persons connected with the University, who have special knowledge of the subject or Library Science to be nominated by the Chancellor.

(3) The recommendations of the Selection Committee shall be subject to the regulations issued by the University Grants Commission or other regulatory bodies, as the case may be, from time to time, with regard to appointment and promotion of Professors, Reader (Associate Professors), Lecturers and administrative posts of the University.

30. The manner of appointments of non-teaching posts.— (1) All Candidates to non-teaching posts shall be appointed by the Chancellor on the recommendations of the Selection committee consisting of --

- (i) the Vice-Chancellor (Chairperson);
- (ii) two members nominated by the Board of Management; and
- (iii) the Registrar ---- Member Secretary

(2) The Member Secretary of the committee shall keep record of its proceedings and perform such other functions as may be assigned to him by the Vice-Chancellor.

31. Terms and Conditions of Service of the teaching posts.— (1) All the teachers and other academic staff of the University shall, in the absence of any agreement to the contrary, be governed by the terms and conditions of service as may be specified in the subsequent statutes.

(2) The emoluments of members of the academic staff shall be such as may be specified in the subsequent statutes.

(3) Every teacher and member of the academic staff of the University shall be appointed on a written contract, the form of which shall be specified in the subsequent statutes.

(4) A copy of every contract referred to in clause (3) shall be deposited with the Registrar.

(5) Any dispute arising out of a contract between the University and those mentioned in clause (1) shall at the request of the teacher or the officer or employee concerned, or at the instance

of the University be referred to a Committee consisting of one member appointed by the authority competent to make the appointment, one member nominated by the employee concerned and an umpire appointed by the Chancellor and the decision of the Committee shall be final.

32. Removal of Teachers.— (1) Where there is an allegation of misconduct against a teacher, the Vice-Chancellor may, if he thinks fit, by order in writing place the teacher under suspension and shall forthwith report to the Board of Management, the circumstances under which the order was made:

Provided that the Board of Management may, if it is of the opinion that the circumstances of the case do not warrant the suspension of the teacher, revoke that order.

(2) Notwithstanding anything contained in terms of his contract of service or of his appointment, the Chancellor shall be entitled to remove a teacher on the ground of misconduct:

Provided that the Chancellor shall not be entitled to remove a teacher except for a good and sufficient cause and after giving three months notice in writing or payment of three months' salary in lieu of notice.

(3) No teacher shall be removed under clause (2) until he has been given a reasonable opportunity to show cause against the action proposed to be taken with regard to him.

(4) The removal of a teacher shall take effect from the date on which the order of removal is made:

Provided that where a teacher is under suspension at the time of his removal, the removal shall take effect on the date on which he was placed under suspension.

(5) Notwithstanding anything contained in these statutes, a teacher shall be entitled to resign by giving three months notice in writing to the Vice-Chancellor.

33. Terms and Conditions of Service of the Non-teaching posts.— (1) All the employees of the University, other than the teachers and other academic staff shall, in the absence of any contract to the contrary, be governed by the terms and conditions of service as may be specified in the subsequent statutes.

(2) The manner of appointment and emoluments of employees, other than the teachers and other academic staff, shall be such as may be specified in the subsequent statutes.

34. Removal of employees other than a teacher.— (1) Notwithstanding anything contained in terms of his contract of service or his appointment, an employee, other than a teacher, may be removed by the authority which is competent to appoint the employee if he has incurred any of the following disqualifications, namely:-

- (a) he is of unsound mind and stands so declared by a competent authority;
- (b) he is an un-discharged insolvent;
- (c) he has been convicted by the court of law of any criminal offence or an offence involving moral turpitude; and
- (d) he is otherwise guilty of proven misconduct:

Provided that no employee shall be removed without the approval of the Chancellor.

(2) No employee shall be removed from service under clause (1) until he has been given a reasonable opportunity to show cause against the action proposed to be taken with regard to him.

(3) Where the removal from service of an employee is for a reason other than that specified in clause(1), he shall be given three months notice in writing or paid three months salary in lieu of notice, provided the employee is a permanent regular employee. In case of employee who is on probation only one month notice is required.

(4) Notwithstanding anything contained in these statutes, an employee, other than a teacher, shall not be entitled to resign unless he--

- (a) gives a three months' notice in writing to the appointing authority or pays to the University three months' salary in lieu of notice, if he is a permanent employee; and
- (b) gives one months' notice in writing to the appointing authority or pays to the University one month salary in lieu thereof in any other case.

35. Code of Conduct for Employees.— (1) Every employee shall, at all times maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his official dealings.

(2) An employee shall at all times be courteous in his dealings with other members of the staff, students and general public.

(3) Unless otherwise provided specifically in the terms of appointment, every employee shall be whole-time employee of the University, and may be called upon to perform such duties, as may be assigned to him by the concerned authority or officer, beyond scheduled working hours and on holidays and during vacations. These duties shall inter alia include attendance at meetings of committees to which he may be appointed by the University.

(4) An employee shall be required to adhere to the scheduled hours of work, during which he is required to be present at the place of his duty.

(5) Except for valid reasons and for unforeseen contingencies no employee shall be absent from duty without prior written permission.

(6) No employee shall leave station except with the previous written permission of proper authority, even during leave or vacation.

(7) Before leaving the station, an employee shall inform the Head of the Department to whom he is attached, or Dean of Studies if he is himself the Head of a Department, of the address where he would be available during the period of the absence from station.

(8) No employee shall take active part in politics in the campus of the University or exploit his official position or permit the use of University facilities for political purposes.

(9) No employee shall, in any broadcast or in any document published anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion--

- (a) which has the effect of an adverse criticism of any policy or action of the University; or
- (b) which is capable of embarrassing the relations between the University and the Central Government or any State Government or any other Institution or organization or members of public; or

-
- (c) which exploits the name of the University or his position therein; or
- (d) Nothing in this paragraph shall apply to any statements or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him.
- (10) Save as provided in sub-para (c) (iii) of this para--
- (a) no employee shall, except with the previous sanction of the concerned authority, give evidence in connection with any inquiry conducted by any person, Committee or authority.
- (b) where any sanction has been accorded under sub-para c (i) no employee giving such evidence shall criticize the policy or any action of the University or the Central Government or any State Government.
- (c) nothing in this para shall apply for--
- (i) evidence given at any inquiry before any authority appointed by the University, by Parliament or by a State Legislature; or
- (ii) evidence given in any judicial inquiry; or
- (iii) evidence given at any departmental enquiry ordered by the University authorities.
- (11) No employee shall, except in accordance with any general or special order of the concerned authority or in the performance in good faith of the duties assigned to him, communicate, directly or indirectly, any official document or information to any person to whom he is not authorized to communicate such document or information.
- (12) No employee shall, except with the prior written permission of the concerned authority, engage himself directly or indirectly, in any trade or business or undertake any employment outside his official assignments.
- (13) No employee shall speculate in any business nor shall make or permit his spouse or any members of his family to make, any investment likely to embarrass or influence him in the discharge of his official duties and shall lend money at interest to any person nor shall he borrow money from any person with whom he is likely to have official dealings.
- (14) An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to arrest for debt or has recourse to insolvency or when it is found that a moiety of his salary is continuously being attached, he may be liable to dismissal. Any employee, who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the University authorities. In case any employee who gets involved in some criminal proceedings shall immediately inform the competent authority through the Head of the Department to which he is attached, irrespective of the fact whether he has been released on bail or not and the employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 48 hours shall not join his duties in the University unless he has obtained written permission to that effect from the Competent Authority.
- (15) Every member of the staff shall, on first appointment in the University service and thereafter at such intervals as may be prescribed by general or special orders of the concerned authority, submit return in such form as the University may prescribe in this behalf, of all movable

and immovable property owned, acquired or inherited by him or held by him on lease or mortgage, either in his own name or in the name of any member of his family or in the name of any other person.

(16) No employee shall, except with the prior sanction of the concerned authority, have recourse to any court of law or to press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of defamatory character:

Provided that nothing in this para shall be deemed to prohibit an employee from vindicating his private character or any act done by him in his private capacity.

(17) Whenever an employee wishes to put forth any claim, or seeks redress of any wrong done to him, he shall forward his case through proper channel, and shall not forward advance copies of his representation to any higher authority, unless the lower authority has rejected the claim or refused relief, or the disposal of the matter is delayed by more than three months;

provided that no employee shall be signatory to any joint representation addressed to the authorities for redress of any grievances or for any other matter.

(18) An employee shall be governed by the provisions of the subsequent statutes regarding imposition of penalties for breach of any conduct rules or otherwise and preferring an appeal against any such action taken against him.

36. The procedure for arbitration.— (1) Any dispute arising between the University and an employee of the University and the same not being decided for a period more than one year, shall, on the request of either party be referred to an Arbitral Tribunal for decision, which shall consist of the following :-

- (i) a Chairperson nominated by the Chancellor;
- (ii) one person nominated by the Board of Management; and
- (iii) one person nominated by the employee concerned.

(2) The University shall furnish any record, report or other information called for by the Arbitral Tribunal to discharge its function in an efficient manner.

(3) The decision of the Arbitral Tribunal shall be final and no suit shall lie in any civil court in respect of the matter decided by it.

(4) Any student or candidate for an examination whose name has been removed from the rolls of the University by the orders or resolution of the Vice-Chancellor, Discipline Committee or Examination Committee, as the case may be, and who has been debarred from appearing at the examination of the University for more than one year, may, within ten days of the date of receipt of such orders or copy of such resolution by him, appeal to the Chancellor and the Chancellor may confirm, modify or reverse the decision of the Vice-Chancellor or the Committee, as the case may be and any dispute arising out of any disciplinary action taken by the University against a student shall, at the request of such student, be referred to the Arbitral Tribunal in the manner as may be specified in the ordinances/regulations.

(5) Every employee or student of the University or any Academic Unit shall, notwithstanding anything contained in the Act, have a right to appeal within such time as may be specified by the subsequent statutes, to the Chancellor against the decision of any officer or authority, as the case may be, and thereupon, the Chancellor may confirm, modify or reverse the decision appealed against.

(6) All disputes shall be subject to jurisdiction of the Civil Courts, Solan, District Solan, Himachal Pradesh.

(7) No suit or other legal proceedings shall lie against any officer or employee of the University for anything which is in good faith done or intended to be done in pursuance of any of the provisions of the Act *ibid* or these statutes or the ordinances made under the said Act.

37. Maintenance of discipline among students of the University.—(1) All powers relating to discipline and disciplinary action shall vest in the Vice-Chancellor.

(2) The Vice-Chancellor may delegate all or such powers as he deems proper to such other persons as he may specify in this behalf.

(3) Without prejudice to the generality of powers to enforce discipline under these statutes, the following will amount to an act of gross indiscipline:-

- (a) physical assault, or threat to use physical force, against any member of the teaching and non-teaching staff or student of the University or Academic Unit;
- (b) carrying or use of, or threat of use of any weapon;
- (c) any violation of the provisions of the Protection of Civil Rights Act, 1955 (22 of 1955);
- (d) violation of the status, dignity and honour of students belonging to the Schedule Castes and Tribes;
- (e) any practice whether verbal or otherwise derogatory to women;
- (f) any attempt to bribe or corruption in any manner;
- (g) wilful destruction of institution and property;
- (h) creating ill will or intolerance on religious or communal grounds;
- (i) causing disruption in any manner in the academic functioning of the University system; and
- (j) ragging.

(4) Without prejudice to the generality of his powers relating to the maintenance of discipline and taking such action in the interest of maintaining discipline as may seem to him appropriate, the Vice-Chancellor, may in the exercise of his powers order or direct that any student or students-

- (a) be expelled; or
- (b) be, for a stated period rusticated; or
- (c) be not for a stated period, admitted to a course or courses of study in any Academic Unit; or
- (d) be fined with a sum of rupees that may be specified; or
- (e) be debarred from taking a University or Academic Unit Examination or Examinations for one or more years; or
- (f) that the result of the student or students concerned in the examination in which he or they have appeared be cancelled.

(5) The Dean of Academic Units, Head of the Halls, Deans of faculties, Heads of Teaching Departments in the University and the Librarian shall exercise disciplinary authority over

students in their respective Academic Units, Halls, faculties and departments, in the University as may be necessary for the proper conduct of the Academic Units, residence halls and teaching in the concerned Departments subject to the approval of the Vice-Chancellor.

(6) Without prejudice to the powers of the Vice-Chancellor and the officers, detailed regulations of discipline and proper conduct shall be framed by the University.

(7) At the time of admission, every student shall be required to sign a declaration that on admission he submits himself to the disciplinary jurisdiction of the Vice-Chancellor and other authorities who may be vested with the authority to exercise discipline under the Act, the statutes, the ordinances and the regulations.

38. Prohibition of and Punishment for Ragging.— (1) Ragging in any form shall be strictly prohibited, within or outside the premises of University or Academic Units.

(2) Any individual or collective act or practice of ragging shall amount to a gross indiscipline and shall be dealt with under this statute.

(3) Ragging for the purposes of these statutes, ordinarily means any act, conduct or practice by which dominant powers or status of senior students is brought to bear on students freshly enrolled or students who are considered junior or inferior by other students and includes individual or collective acts or practices which-

- (a) involve physical assault or threat to use physical force;
- (b) violate the status, dignity and honour of women students;
- (c) violate the status, dignity and honour of students belonging to the Scheduled Castes and Tribes;
- (d) expose students to ridicule and contempt and affect their self esteem; and
- (e) entail verbal abuse and aggression, indecent gestures and obscene behaviour.

(4) The Dean of Academic Units, the Heads of the Departments or University Hostel or Halls of Residence shall take immediate action on any information of the occurrence of ragging.

(5) Notwithstanding anything provided in Clause (4), the officer may also enquire into any incident of ragging and make a report to the Vice-Chancellor of the identity of those who are indulged in ragging and the nature of the incident.

(6) The officer may also submit to the Vice-chancellor an initial report establishing the identity of the perpetrators of ragging and the nature of the ragging incident.

(7) If the Dean of an Academic Unit or Head of the Department is satisfied that for some reason, to be recorded in writing, it is not reasonably practical to hold such an enquiry, he may so advise the Vice-Chancellor accordingly.

(8) When the Vice-Chancellor is satisfied that it is not expedient to hold such enquiry, his decision thereon shall be final.

(9) On receipt of a report under Clause (5) or (6) or a determination by the relevant authority under Clause (7) disclosing the occurrence of ragging incidents described in Clauses 3(a), 3(b) and 3(c), the Vice-Chancellor shall direct or order rustication of a student or students for a specific number of years.

(10) The Vice-Chancellor may in other cases of ragging order or direct that any student or students be expelled or be not for a stated period, admitted to a course of study in an Academic Units or in a Departmental Examination for one or more years or that the result of the student or students concerned in the examination or examinations in which they appeared be cancelled.

(11) In case students who have obtained degrees of the University are found guilty under this statute, appropriate action for withdrawal of degrees conferred by the University shall be initiated.

(12) For the purpose of this statute, abetment of ragging whether by way of any act, practice or incitement of ragging shall also amount to ragging.

(13) All the Academic Units within the University shall be obligated to carry out instructions/directions issued under this statute, and to give aid and assistance to the Vice-Chancellor to achieve the effective implementation of the same.

39. Institution of Fellowships, Scholarships, Studentships, Medals, Prizes, etc.— (1) The Academic Council shall initiate action in consultation with the appropriate Faculty of each Academic Unit and recommend the institution of tuition freeships, fellowships, scholarships, studentships, medals, prizes, etc. The Academic Council shall recommend these awards to the Chancellor for confirmation.

(2) It shall be the responsibility of the each Dean of Faculty or head of the Academic Unit to ensure sufficient provision in the budget for the schemes approved by the Academic Council.

(3) The Board of Management shall have full powers to make rules and regulations for the purposes of award, suspension, or cancellation of the tuition free ship, fellowships, scholarships, studentships, medals, prizes etc., approved by it:

Provided that the existing schemes of tuitions freeships, fellowships, scholarships, studentships, medals, prizes, Merit-cum-Means Scholarships, Educational Loans and other concessions shall continue to be in force until such time as they are replaced, altered or otherwise dealt with by the Chancellor.

(4) The tuition fee concessions may be granted on the basis of merit as may be decided by the Academic Council from time to time.

40. Admission policy.— (1) Subject to the provisions of the Act and any other law for the time being in force, the admissions in the Under-Graduate/Integrated/Post-Graduate/Doctoral programs shall be made strictly on the basis of merit/rank in the entrance examination conducted at State level/All India level or marks/grades obtained in the qualifying examination and achievements in co-curricular activities. In case no entrance test is conducted at State level/All India level for a program, the University may conduct its own entrance test.

In case no examination is conducted by the University, merit in the qualifying examination shall be the criteria for admission.

The eligibility criteria and procedure for admission in various programs run by the University shall be specified through the ordinances/regulations from time to time.

(2) At least 25% seats for admission to each course shall be reserved for students who are bonafide Himachalis. University shall reserve seats for candidates belonging to the Scheduled

Castes, the Scheduled Tribes, Physically Handicapped and other socially and educationally backward classes to an extent as notified by the Government of Himachal Pradesh from time to time:

Provided that in case seat(s) allotted under reserved categories remain vacant, the seat(s) shall be converted to general category and offered to the candidates belonging to the general category.

41. Provisions regarding fee to be charged from the students.— (1) The Fee Structure of the University shall be decided as per the provisions of section 32 of the Act.

(2) The fee shall be charged on semester/annual basis and time schedule for collecting the fee shall be notified in the prospectus.

42. Provisions regarding number of seats in different courses.— (1) Total number of seats in different courses shall be decided by the Academic Council and approved by the Chancellor. However, reservation of seats for different categories in each course shall be kept as per prevalent Government rules and vacancies in different categories may be filled by open category candidates.

(2) Number of seats in different courses may be increased or decreased at the discretion of the Academic Council subject to approval of the Chancellor.

(3) The distribution of seats in different courses shall be decided by the Academic Council with the approval of the Chancellor.

By Order,
Sd/-

Principal Secretary (Hr. Education).

गृह विभाग

अधिसूचना

शिमला-2, 4 अगस्त, 2010

संख्या गृह-बी (बी) 7-1/2009.—हिमाचल प्रदेश की राज्यपाल, समय समय पर यथासंशोधित हिमाचल प्रदेश न्यायिक अधिकारी (वेतन, भत्ते और सेवा की शर्तें) अधिनियम, 2003 (2003 का अधिनियम संख्यांक 13) की धारा 4 की उपधारा (1) के अधीन उनमें निहित शक्तियों का प्रयोग करते हुए, न्यायिक अधिकारियों के वेतन को विनियमित करने के लिए निम्नलिखित नियम बनाती हैं अर्थात् :-

1. संक्षिप्त नाम और प्रारम्भ.—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश न्यायिक अधिकारी (वेतन नियतन) नियम, 2010 है।

(2) ये नियम प्रथम जनवरी, 2006 से प्रवृत्त हुए समझे जाएंगे।

2. परिभाषाएं.—(1) इन नियमों में जब तक कि कोई बात विषय या सन्दर्भ के विरुद्ध न हो,—

(क) "अधिनियम" से हिमाचल प्रदेश न्यायिक अधिकारी (वेतन, भत्ते और सेवा की शर्तें) अधिनियम, 2003 अभिप्रेत है;

(ख) "मूल वेतन" से न्यायिक अधिकारी द्वारा, धारित पद के विद्यमान वेतनमान में या जिसके लिए वह अनुग्रहपूर्वक वार्षिक वृद्धि (यों) और अतिरिक्त वेतन, यदि कोई हो, सहित संवर्ग में अपने पद के अनुसार हकदार है, मासिक आहरित रकम अभिप्रेत है, परन्तु इसके अन्तर्गत विशेष वेतन और वैयक्तिक वेतन, विशेष भत्ते आदि नहीं हैं;

(ग) "सरकार" से हिमाचल प्रदेश सरकार अभिप्रेत है;

(घ) "विद्यमान वेतनमान" से प्रथम जनवरी, 2006 को न्यायिक अधिकारी द्वारा धारित पद चाहे अधिष्ठायी हैसियत से हो या स्थानापन्न हैसियत से हो या उसे अनुज्ञात वैयक्तिक वेतन की बाबत पूर्व संशोधित वेतनमान, अभिप्रेत है;

(ङ) "संशोधित वेतन" से न्यायिक अधिकारी का इन नियमों के नियम 6 के अधीन संशोधित वेतन में नियत किया जाने वाला मूल वेतन अभिप्रेत है;

(च) "संशोधित वेतनमान" से सारणी-I के स्तम्भ 3 में उसके स्तम्भ (iii) में विनिर्दिष्ट विद्यमान वेतनमान के सामने, विनिर्दिष्ट वेतनमान अभिप्रेत है; और

(छ) "सारणी" से इन नियमों में सम्मिलित सारणी-I, II और III अभिप्रेत है।

(2) उन शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं परन्तु इन नियमों में परिभाषित नहीं हैं, के वहीं अर्थ होंगे जो क्रमशः उनके अधिनियम में हैं।

स्पष्टीकरण.—किसी न्यायिक अधिकारी के मामले में, जो प्रथम जनवरी, 2006 को भारत से बाहर प्रतिनियुक्ति पर अथवा अवकाश पर अथवा विदेश सेवा में था या जिसने उस तारीख को उच्चतर पद पर स्थानापन्न रहते हुए भी एक या एक से अधिक निम्नतर पद पर कार्य किया था, "विद्यमान वेतनमान" में किसी पद के लिए धारित वेतनमान जो उसने, यथास्थिति, भारत से बाहर प्रतिनियुक्ति पर अथवा छुट्टी पर अथवा किसी उच्चतर पद पर स्थानापन्न पर रहते हुए भी विदेश सेवा में धारित किया होता, शामिल होगा।

3. मास्टर वेतनमान.—न्यायिक अधिकारियों का वेतन 27700-770-33090-920-40450-1080-49090-1230-58930-1380-67210-1540-76450 रुपए के मास्टर वेतनमान के अनुसार विनियमित किया जाएगा।

4. वेतनमानों का संशोधन.—इन नियमों के प्रारम्भ से नियम 5 की सारणी-I की स्तम्भ संख्या 3 में विनिर्दिष्ट विद्यमान वेतनमान के सामने उसकी स्तम्भ संख्या 4 में विनिर्दिष्ट वेतनमान 1-1-2006 से संशोधित किया गया समझा जाएगा।

5. संशोधित वेतनमान.—1-1-2006 को पदों का संशोधित वेतनमान सारणी-I में यथादर्शित होगा—

सारणी-I

क्रम संख्या 1	सेवा का नाम 2	विद्यमान वेतनमान रुपयों में 3	संशोधित वेतनमान रुपयों में 4
1.	सिविल न्यायाधीश (जूनियर डिवीजन) (प्रवेश स्तर पर)	9000-14550 रुपए	27700-770-33090-920-40450-1080-44770 रुपए।
2.	सिविल न्यायाधीश (जूनियर डिवीजन) (प्रथम चरण एश्योर्ड कैरियर प्रोग्रेशन वेतनमान)	10750-14900 रुपए	33090-920-40450-1080-45850 रुपए (प्रवेश की तारीख से पांच वर्ष की निरन्तर सेवा के पश्चात्)

3.	सिविल न्यायाधीश (जूनियर डिवीजन) (द्वितीय चरण एश्योर्ड कैरियर प्रोग्रेशन वेतनमान)	12850—17550 रुपए	39530—920—40450—1080—49090—1230—5401 0 रुपए (पांच वर्ष की और निरन्तर सेवा पूर्ण करने के पश्चात्)
4.	सिविल न्यायाधीश (सीनियर डिवीजन) (प्रवेश स्तर पर)	12850—17550 रुपए	39530—920—40450—1080—49090—1230—5401 0 रुपए
5.	सिविल न्यायाधीश (सीनियर डिवीजन) (प्रथम चरण एश्योर्ड कैरियर प्रोग्रेशन वेतनमान)	14200—16350 रुपए	43690—1080—49090—1230—56470 रुपए (पांच वर्ष की निरन्तर सेवा पूर्ण करने के पश्चात्)
6.	सिविल न्यायाधीश (सीनियर डिवीजन) (द्वितीय चरण एश्योर्ड कैरियर प्रोग्रेशन वेतनमान)	16750—20500 रुपए	51550—1230—58930—1380—63070 रुपए (पांच वर्ष की और निरन्तर सेवा पूर्ण करने के पश्चात्)
7.	जिला न्यायाधीश (प्रवेश स्तर पर)	16750—20500 रुपए	51550—1230—58930—1380—63070 रुपए
8.	जिला न्यायाधीश (चयन ग्रेड)	18750—22850 रुपए	57700—1230—58930—1380—67210—1540—702 90 रुपए (गुणात्मक एवं वरिष्ठता के आधार पर संवर्ग पदों के पच्चीस प्रतिशत उन अधिकारियों को जिन्होंने संवर्ग में कम से कम पांच वर्ष की निरन्तर सेवा की हो)
9.	जिला न्यायाधीश (सुपरटाइम वेतनमान)	22850—24850 रुपए	70290—1540—76450 रुपए (सुपरटाइम वेतनमान जिला न्यायाधीश संवर्ग के दस प्रतिशत अधिकारियों को उपलब्ध होगा जिन्होंने चयन ग्रेड जिला न्यायाधीश के रूप में कम से कम तीन वर्ष की सेवा की हो)

टिप्पण (1).—न्यायिक अधिकारियों को समय-समय पर पहले से अनुज्ञात अंतरिम राहत को संशोधित वेतन में समायोजित किया जाएगा और न्यायिक अधिकारी तत्स्थानी तारीख को उनके द्वारा आहरित की जा रही उपलब्धियां और संशोधित वेतनमान के बीच अन्तर की अतिरिक्त रकम के लिए ही हकदार होंगे।

टिप्पण (2).—उपरोक्त वर्णित एश्योर्ड कैरियर प्रोग्रेशन स्कीम वेतनमान नियम 8 में वर्णित शर्तों के अधीन प्रदान किए जाएंगे।

6. संशोधित वेतनमान में वेतन का नियतन.—(1) संशोधित वेतनमान में न्यायिक अधिकारी का वेतन इन नियमों के उपबन्धों के निबन्धनों के अनुसार, जब तक कि सरकार विशेष आदेश द्वारा किसी मामले में अन्यथा निर्दिष्ट न करे, निम्नलिखित रीति में, 1-1-2006 को नियत किया जाएगा:—

न्यायिक अधिकारी का 1-1-2006 को विद्यमान वेतनमान, सारणी-II में यथादर्शित चरणों 1 से 44 के मास्टर वेतनमान में 1-1-2006 को पूर्व संशोधित वेतनमान में मूल वेतन के तत्स्थानी, संशोधित वेतनमान में नियतन किया जाएगा। उपरोक्त वृद्धि को संशोधित वेतनमान में नियत करते समय किसी भी प्रकार की वृद्धि देकर या अतिरिक्त अधिमान देकर कोई फिटमेंट या नियतन नहीं किया जाएगा।

सारणी-II

1.	विद्यमान		संशोधित	
	2.	3.	4.	5.
क्रम संख्या	वेतन	वेतन वृद्धि	वेतन	वार्षिक वेतन वृद्धि
1.	9,000	250	27,700	770
2.	9,250	250	28,470	770
3.	9,500	250	29,240	770
4.	9,750	250	30,010	770
5.	10,000	250	30,780	770
6.	10,250	250	31,550	770
7.	10,500	250	32,320	770
8.	10,750	300	33,090	920
9.	11,050	300	34,010	920
10.	11,350	300	34,930	920
11.	11,650	300	35,850	920
12.	11,950	300	36,770	920
13.	12,250	300	37,690	920
14.	12,550	300	38,610	920
15.	12,850	300	39,530	920
16.	13,150	350	40,450	1,080
17.	13,500	350	41,530	1,080
18.	13,850	350	42,610	1,080
19.	14,200	350	43,690	1,080
20.	14,550	350	44,770	1,080
21.	14,900	350	45,850	1,080
22.	15,250	350	46,930	1,080
23.	15,600	350	48,010	1,080
24.	15,950	400	49,090	1,230
25.	16,350	400	50,320	1,230
26.	16,750	400	51,550	1,230
27.	17,150	400	52,780	1,230
28.	17,550	400	54,010	1,230
29.	17,950	400	55,240	1,230
30.	18,350	400	56,470	1,230
31.	18,750	400	57,700	1,230
32.	19,150	450	58,930	1,380
33.	19,600	450	60,310	1,380
34.	20,050	450	61,690	1,380
35.	20,500	450	63,070	1,380
36.	20,950	450	64,450	1,380
37.	21,400	450	65,830	1,380
38.	21,850	500	67,210	1,540
39.	22,350	500	68,750	1,540
40.	22,850	500	70,290	1,540

41.	23,350	500	71,830	1,540
42.	23,850	500	73,370	1,540
43.	24,350	500	74,910	1,540
44.	24,850	--	76,450	--

(2) संशोधित वेतनमान में वेतन नियत करते समय निम्नलिखित कारकों को भी ध्यान में रखा जाएगा, अर्थात्:-

- (क) विद्यमान वेतनमान में उसी कांडर में और समरूप नियुक्ति पर अपने से वरिष्ठ के बराबर या कम वेतन का आहरण करने वाला न्यायिक अधिकारी संशोधित वेतनमान में अपनी आगामी वृद्धि, ऐसे वरिष्ठ से पूर्वतर आहरित करता है जिसके परिणामस्वरूप उसका वेतन ऐसे वरिष्ठ से एक चरण उच्चतर बढ़ा दिया जाता है, तो वरिष्ठ की आगामी वृद्धि, उसी तारीख को प्रदान की जाएगी जिसको कनिष्ठ अधिकारी संशोधित वेतनमान में अपनी आगामी वृद्धि आहरित करता है;
- (ख) यदि 1-1-2006 से पूर्व उच्चतर पद पर प्रोन्नत न्यायिक अधिकारी, संशोधित वेतनमान में अपने कनिष्ठ से कम वेतन आहरित करता है, तो उसका वेतन कनिष्ठ की उच्चतर पद पर प्रोन्नति की तारीख से उससे कनिष्ठ के वेतन के बराबर बढ़ा दिया जाएगा; और
- (ग) खण्ड (क) और (ख) के अधीन प्रसुविधाएं उसी दशा में अनुज्ञेय होंगी, यदि विसंगति संशोधित वेतनमान में वेतन के नियतन को लागू करने के फलस्वरूप उत्पन्न हुई हो।

(3) संशोधित वेतन संरचना में वेतन का सही नियतन सुनिश्चित करने का उत्तरदायित्व आहरण एवं वितरण अधिकारी का होगा। तथापि वेतन के नियतन में यदि किसी असंगति के फलस्वरूप अति संदाय ध्यान में आता है, तो ऐसी रकम सम्बद्ध अधिकारी से वसूल की जाएगी। बकाया के वितरण से पूर्व, प्रत्येक अधिकारी से इस प्रभाव का वचनबंध लिया जाएगा कि यदि संशोधित वेतन संरचना में वेतन के गलत नियतन के फलस्वरूप या किसी अन्य कारण से, अधिक संदाय किया गया है, तो उस द्वारा उसका सरकार को प्रतिसंदाय किया जाएगा। वचनबद्ध के नूतने का प्ररूप इन नियमों के साथ संलग्न है।

7. आगामी वेतनवृद्धि की तारीख.—(1) उस न्यायिक अधिकारी, जिसका संशोधित वेतनमान में वेतन, नियम 6 के अनुसार 1-1-2006 से नियत किया जाता है, की वेतनवृद्धि आगामी तारीख वह होगी जिस तारीख को वह विद्यमान वेतनमान में अपनी वेतनवृद्धि का आहरण जारी रख रहा होता।

(2) यदि न्यायिक अधिकारी, इस नियम के उप नियम (1) के अधीन संशोधित वेतनमान में अपनी आगामी वेतनवृद्धि आहरित करता है और तद्वारा अपने वरिष्ठ, जिसकी आगामी वेतनवृद्धि पश्चात्पूर्ती तारीख को देय होती है, से उच्चतर वेतन के लिए पात्र हो जाता है, तो ऐसे वरिष्ठ का वेतन उस तारीख से, जिसको कनिष्ठ उच्चतर वेतन का हकदार हो जाता है, कनिष्ठ के वेतन के बराबर पुनः नियत किया जाएगा और उस दशा में, जहां न्यायिक अधिकारी का वेतन, इन नियमों के नियम 6 के उप नियम (2) के खण्ड (ख) के निबन्धनों के अनुसार बढ़ाया गया है, तो आगामी वेतनवृद्धि, बारह मास की अपेक्षित अर्हित सेवा पूर्ण होने के पश्चात् ही प्रदान की जाएगी।

(3) जहां कोई न्यायिक अधिकारी, प्रथम जनवरी, 2006 को या उसके पश्चात्, यथास्थिति, प्रारम्भिक वेतनमान या चयन ग्रेड या सुपुरटाइम वेतनमान के अधिकतम में रुक जाता है, उसे अनुग्रहपूर्वक वार्षिक आगामी वृद्धि अनुज्ञेय होगी जब तक उसे उसी दर से, जो, उस चरण के बाद, जिस पर वह रुक गया था, मास्टर वेतनमान में दिया गया है, निर्धारित न किया गया हो, परन्तु किसी भी दशा में किसी न्यायिक अधिकारी का मूल वेतन छियत्तर हजार चार सौ पचास रूपयों से अधिक नहीं होगा।

8. एश्योर्ड कैरियर प्रोग्रेशन स्कीम.—न्यायिक अधिकारी 1-1-2006 से नियमों के नीचे सारणी—III में यथाविनिर्दिष्ट एश्योर्ड कैरियर प्रोग्रेशन स्कीम के लिए पात्र होगा:—

सारणी-III

क्रम सं०	पदनाम	विद्यमान एश्योर्ड कैरियर प्रोग्रेशन वेतनमान	संशोधित एश्योर्ड कैरियर प्रोग्रेशन वेतनमान
1	2	3	4
1.	सिविल न्यायाधीश (जूनियर डिवीजन) प्रथम चरण एश्योर्ड कैरियर प्रोग्रेशन वेतनमान	10750-300-13150-350-14900 रुपए	33090-920-40450-1080-45850 रुपए। सेवा में प्रवेश की तारीख से पांच वर्ष की निरन्तर सेवा के पश्चात्।
2.	सिविल न्यायाधीश (जूनियर डिवीजन) द्वितीय चरण एश्योर्ड कैरियर प्रोग्रेशन वेतनमान	12850-300-13150-350-15950-400-17550 रुपए	39530-920-40450-1080-49090-1230-54010 रुपए निरन्तर सेवा के और पांच वर्ष पूर्ण करने के पश्चात्।
3.	सिविल न्यायाधीश (सीनियर डिवीजन) प्रथम चरण एश्योर्ड कैरियर प्रोग्रेशन वेतनमान	14200-350-15950-400-18350 रुपए	43690-1080-49090-1230-56470 रुपए। सीनियर डिवीजन में सेवा में प्रवेश की तारीख से निरन्तर सेवा के पांच वर्ष पूर्ण करने के पश्चात्।
4.	सिविल न्यायाधीश (सीनियर डिवीजन) द्वितीय चरण एश्योर्ड कैरियर प्रोग्रेशन वेतनमान	16750-400-19150-450-20500 रुपए	51550-1230-58930-1380-63070 रुपए। निरन्तर सेवा के और पांच वर्ष पूर्ण करने के पश्चात्।
5.	जिला न्यायाधीश (चयन ग्रेड)	18750-400-19150-450-21850-500-22850 रुपए	57700-1230-58930-1380-67210 - 1540-70290 रुपए (गुणात्मक एवं वरिष्ठता के आधार पर संवर्ग पदों के पच्चीस प्रतिशत उन अधिकारियों को जिन्होंने संवर्ग में कम से कम पांच वर्ष की निरन्तर सेवा की हो)
6.	जिला न्यायाधीश (सुपरटाइम वेतनमान)	22850-500-24850 रुपए	70290-1540-76450 रुपए (सुपरटाइम वेतनमान जिला न्यायाधीश संवर्ग के दस प्रतिशत अधिकारियों को उपलब्ध होगा जिन्होंने चयन ग्रेड जिला न्यायाधीश के रूप में कम से कम तीन वर्ष की सेवा पूर्ण कर ली हो)

एश्योर्ड कैरियर प्रोग्रेशन स्कीम के अधीन उच्चतर वेतनमान निम्नलिखित शर्तों के अधधीन होगा:-

(क) कि पदधारी को अगले उच्चतर पद पर प्रोन्नत नहीं किया गया है;

(ख) कि इस प्रसुविधा का प्रदान किया जाना हिमाचल प्रदेश उच्च न्यायालय द्वारा वरिष्ठ न्यायाधियों से गठित समिति द्वारा, पात्र पदधारी के कार्य और अनुपालन (निष्पादन) के मूल्यांकन के अधधीन होगा;

(ग) कि यह प्रसुविधा ऐसे पदधारी को अनुज्ञेय नहीं होगी, जिसने किसी भी आधार पर नियमित प्रोन्नति अस्वीकार की हो;

(घ) ऐसे मामले में जहां सिविल न्यायाधीश (जूनियर डिवीजन) या सिविल न्यायाधीश (सीनियर डिवीजन) के कांडर में कोई अधिकारी, जिसे एश्योर्ड कैरियर प्रोग्रेशन स्कीम की सुविधा प्रदान की गई है, गुणागुण एवं वरिष्ठता के आधार पर अपनी बारी आने पर उच्चतर कांडर में क्रियाशील प्रोन्नति से इन्कार कर देता है, तो वह वास्तविक वेतनमान में पदावनत कर दिया जाएगा।

9. निर्वचन.—इन नियमों के किसी भी उपबन्ध के निर्वचन से सम्बन्धित यदि कोई प्रश्न उत्पन्न होता है, तो सरकार उसका विनिश्चय करेगी और उसका विनिश्चय अंतिम होगा।

10. निरसन.—सरकार द्वारा जारी अधिसूचना संख्या फिन (पी आर) बी (7) 1/98 तारीख 18 सितम्बर, 2001 का और अधिसूचना संख्या फिन (पी आर) बी (7) 3/98— III, तारीख 22-09-2003 द्वारा अधिसूचित हिमाचल प्रदेश न्यायिक अधिकारी (वेतन निर्धारण) नियम, 2003 का एतद्वारा निरसन किया जाता है।

आदेश द्वारा,
हस्ताक्षरित/—
प्रधान सचिव।

वचनबंध का प्ररूप

मैं (अधिकारी का नाम) वर्तमानतः (पदनाम) के रूप में (तैनाती का स्थान) में तैनात, एतद्वारा वचनबंध करता हूं कि वेतन के गलत नियतन के परिणामस्वरूप हुआ पाया गया कोई अतिरिक्त संदाय या तत्पश्चात् ध्यान में आई विसंगतियों के कारण ध्यान में आए या किसी अन्य कारण से किसी अतिरिक्त संदाय मेरे द्वारा सरकार को, या तो मुझे भविष्य में देय संदायों के विरुद्ध समायोजन द्वारा, या अन्यथा, वापिस कर दिया जाएगा, ऐसा न होने पर सम्बद्ध आहरण एवं संवितरण अधिकारी को अधिक संदाय की तथाकथित रकम को मासिक किस्तों में मेरे मासिक वेतन से या वेतन के बकाया से वसूल करने का अधिकार होगा।

हस्ताक्षर.....
नाम.....
पदनाम.....

तारीख.....
स्थान.....

[Authoritative English text of this Government Notification No.Home-B(B) 7-1/2009 dated 4th August, 2010 as required under Clause (3) of article 348 of the Constitution].

HOME DEPARTMENT

NOTIFICATION

Shimla-171002, the 4th August, 2010

No. Home-B(B)7-1/2009.—The Governor, Himachal Pradesh, in exercise of the powers vested in her under sub-section (1) of section 4 of the Himachal Pradesh Judicial Officers (Pay and Conditions of Service) Act, 2003 (Act No. 13 of 2003), as amended from time to time, is pleased to make the following rules to regulate the pay of the Judicial Officers, namely :-

1. Short title and commencement.— (i) These rules may be called the Himachal Pradesh Judicial Officers (Pay Fixation) Rules, 2010.

(ii) They shall be deemed to have come into force from the First day of January, 2006.

2. Definitions.—(1) In these rules, unless there is anything repugnant to the subject or context,-

(a) “Act” means the Himachal Pradesh Judicial Officers (Pay and Conditions of Service) Act, 2003 as amended from time to time;

(b) “basic pay” means the amount drawn monthly by a Judicial Officer in the existing scale of the post held by him or to which he is entitled by the reasons of his position in a cadre including ex-gratia annual increment(s) and additional pay, if any, but shall not include Special Pay and Personal Pay, Special Allowances etc;

(c) “Government” means the Government of Himachal Pradesh;

(d) “existing pay scale” means the pre revised pay scale in respect of a post held or a personal scale allowed to a Judicial Officer as on 1st day of January, 2006 whether in a substantive or officiating capacity ;

(e) “revised pay” means basic pay of a Judicial Officer to be fixed in the revised scale under rule 6 of these rules ;

(f) “revised pay scale” means the pay scales specified in column IV of the Table-I, as against the existing pay scales specified in column III thereof ; and

(g) “Table” means the Table-I, II and III included in these rules.

(2) The words and expressions used, but not defined in these rules, shall have the same meanings respectively as assigned to them in the Act.

Explanation.—In the case of a Judicial Officer, who was on the first day of January, 2006, on deputation out of India or on leave or on foreign service, or who would have on that date officiated in one or more lower posts, but for his officiating in a higher post, “existing scale” shall include the scale applicable to the post which he would have held, but for his being on deputation out of India or on leave or on foreign service, as the case may be, but for his officiating in a higher post.

3. Master pay scale.—The pay of Judicial Officers shall be regulated in accordance with the Master pay scale of Rs. 27700-770-33090-920-40450-1080-49090-1230-58930-1380-67210-1540-76450.

4. Revision of pay scales.—From the date of commencement of these rules, the pay scales specified in column No. 4 of the Table-I of Rule-5 as against the existing pay scales specified in column No. 3 thereof shall be deemed to have been revised with effect from 1.1.2006 :

5. Revised Scales of Pay.—The revised pay scale of the posts as on 1.1.2006 shall be as shown in Table-I

TABLE-I

Sl. No.	Name of Service	Existing Pay Scale in rupees	Revised Pay Scale in rupees
(I)	(II)	(III)	(IV)
1	Civil Judge (Junior Division) (Entry level)	Rs. 9000-14550	Rs. 27700-770-33090-920-40450-1080-44770
2	Civil Judge (Junior Division) (Ist Stage ACP SCALE)	Rs. 10750-14900	Rs. 33090-920-40450-1080-45850. (after 5 years of continuous service from the date of entry into service).
3	Civil Judge (Junior Division) (IInd Stage ACP SCALE)	Rs. 12850-17550	Rs. 39530-920-40450-1080-49090-1230-54010. (after completion of another 5 years of continuous service).
4	Civil Judge (Senior Division) (Entry level)	Rs. 12850-17550	Rs. 39530-920-40450-1080-49090-1230-54010.
5.	Civil Judge (Senior Division) (Ist Stage ACP SCALE)	Rs. 14200-16350	Rs. 43690-1080-49090-1230-56470. (after completion of 5 years of continuous service from the date of entry in the service in Senior Division).
6.	Civil Judge (Senior Division) (IInd Stage ACP SCALE)	Rs. 16750-20500	Rs. 51550-1230-58930-1380-63070. (after completion of another 5 years of continuous service).
7.	District Judge (Entry Level).	Rs. 16750-20500	Rs. 51550-1230-58920-1380-63070
8.	District Judge (Selection Grade)	Rs. 18750-22850	Rs. 57700-1230-58930-1380-67210-1540-70290. (on meritcum-seniority basis to 25% of the cadre posts to those officers who have put in not less than 5 years of continuous service in the cadre).
9.	District Judge (Super Time Scale)	Rs. 22850-24850	Rs. 70290-1540-76450. Super time scale shall be available to 10% officers of cadre of District Judges who have put in not less than 3 years service as selection Grade District Judge.

NOTE (1).—The Interim Relief already allowed to the Judicial Officers from time to time shall be adjusted in the Revised pay and the Judicial Officers shall be entitled to draw only the additional amount on account of the difference between the Revised pay and the emoluments being drawn by them, on the corresponding date.

NOTE (2).—The ACPS scales mentioned above shall be granted subject to the conditions mentioned in the Rule 8.

6. Fixation of pay in the revised pay scale.—(1) The pay of a Judicial Officer in the revised pay scale shall be fixed on 1.1.2006 in terms of the provisions of these rules, unless in any case, the Government by special order otherwise directs, in the following manner:-

The existing pay of the Judicial Officer as on 1.1.2006 shall be fixed in the Revised Pay Scales, corresponding to the basic pay in the prerevised pay scale as on 1.1.2006 in the Master Pay Scale at the stages 1 to 44 as shown in Table-II. There shall not be any fitment or fixation of pay by granting any increment or additional weightage while fixing the pay as above in Revised Pay Scale.

TABLE-II

1. Sr. No.	EXISTING		REVISED	
	2. Pay	3. Increment	4. Pay	5. Annual increment
1.	9,000	250	27,700	770
2.	9,250	250	28,470	770
3.	9,500	250	29,240	770
4.	9,750	250	30,010	770
5.	10,000	250	30,780	770
6.	10,250	250	31,550	770
7.	10,500	250	32,320	770
8.	10,750	300	33,090	920
9.	11,050	300	34,010	920
10.	11,350	300	34,930	920
11.	11,650	300	35,850	920
12.	11,950	300	36,770	920
13.	12,250	300	37,690	920
14.	12,550	300	38,610	920
15.	12,850	300	39,530	920
16.	13,150	350	40,450	1,080
17.	13,500	350	41,530	1,080
18.	13,850	350	42,610	1,080
19.	14,200	350	43,690	1,080
20.	14,550	350	44,770	1,080
21.	14,900	350	45,850	1,080
22.	15,250	350	46,930	1,080
23.	15,600	350	48,010	1,080
24.	15,950	400	49,090	1,230
25.	16,350	400	50,320	1,230
26.	16,750	400	51,550	1,230
27.	17,150	400	52,780	1,230
28.	17,550	400	54,010	1,230
29.	17,950	400	55,240	1,230
30.	18,350	400	56,470	1,230
31.	18,750	400	57,700	1,230
32.	19,150	450	58,930	1,380

33.	19,600	450	60,310	1,380
34.	20,050	450	61,690	1,380
35.	20,500	450	63,070	1,380
36.	20,950	450	64,450	1,380
37.	21,400	450	65,830	1,380
38.	21,850	500	67,210	1,540
39.	22,350	500	68,750	1,540
40.	22,850	500	70,290	1,540
41.	23,350	500	71,830	1,540
42.	23,850	500	73,370	1,540
43.	24,350	500	74,910	1,540
44.	24,850	--	76,450	--

(2) While fixing the pay in the revised pay scales, the following factors shall also be taken into account, namely :-

(a) in case, a Judicial Officer drawing pay in the existing pay scale, equal to or less than that of his senior in the same cadre and similarly appointed, draws his next increment in the revised pay scale on the date earlier than such senior whereby his pay is raised to a stage higher than that of such senior, the next increment of the senior shall be granted on the same date on which the junior officer draws his next increment in the revised pay scale ;

(b) in case, a Judicial Officer promoted to a higher post before 1.1.2006 draws less pay in the revised pay scale than his junior, his pay shall be stepped up equal to the pay of his junior in the higher post from the date of promotion of the junior; and

(c) the benefits under clauses (a) and (b), shall be admissible only in case the anomaly has arisen due to the consequence of the application of the fixation of pay in the revised pay scales.

(3) It shall be responsibility of the DDO to ensure correct fixation of pay in the revised pay structure. However, in case any discrepancy in fixation of pay is noticed resulting in over payment, such amount shall be recovered from the concerned officer. An undertaking will be obtained from every officer before the disbursement of arrears to the effect that any excess payment made as a result of incorrect fixation of pay in the revised pay structure or for any other reasons, will be refunded by him/her to the Government. A specimen form of the undertaking is enclosed with these rules.

7. Date of next increment.—(1) The next date of increment of a Judicial Officer whose pay in the revised pay scale is fixed with effect from 1.1.2006 in accordance with Rule- 6 shall be on the date on which he would have drawn his increment had he continued in the existing pay scale.

(2) In case a Judicial Officer draws his next increment in the revised pay scale under sub-rule (1) of this rule and thereby becomes eligible for higher pay than his senior whose next increment falls due at a later date, the pay of such senior shall be re-fixed equal to the pay of the junior from the date on which the Junior becomes entitled to higher pay and in case where the pay of a Judicial Officer is stepped up in terms of clause (b) of sub rule (2) of rule 6 of these rules, the next increment shall be granted after completing requisite qualifying service of 12 months.

(3) Where a Judicial Officer is held up at the maximum of the initial scale or selection grade or super time scale, as the case may be, on or after the 1st day of January, 2006, he shall be

allowed ex-gratia annual increment, unless it is withheld at the same rate, as is given in the Master Scale after the stage at which he was held up, but in no case the basic pay of a Judicial Officer shall exceed Seventy Six Thousand Four Hundred Fifty Rupees.

8. Assured Career Progression Scheme.—The Judicial Officers shall be eligible for Assured Career Progression Scheme w.e.f. 1.1.2006 as specified in the Table-III below Rules:-

TABLE-III

Sr. No.	Designation	Existing ACP Scale of Pay	Revised ACP Scale
(I)	(II)	(III)	(IV)
1.	Civil Judge (Junior Division) Ist stage ACP Scale	Rs. 10750-300-13150-350-14900	Rs. 33090-920-40450-1080-45850 after 5 years of continuous service from the date of entry into service.
2.	Civil Judge (Junior Division) IInd Stage ACP Scale	Rs. 12850-300-13150-350-15950-400-17550	Rs. 39530-920-40450-1080-49090-1230-54010 after completion of another 5 years of continuous service.
3.	Civil Judge (Senior Division) I Stage ACP Scale	Rs. 14200-350-15950-400-18350	Rs. 43690-1080-49090-1230-56470 after completion of 5 years of continuous service from the date of entry in service in the Senior Division.
4.	Civil Judge (Senior Division) II Stage ACP Scale	Rs. 16750-400-19150-450-20500	Rs. 51550-1230-58930-1380-63070 after completion of another 5 years of continuous service.
5.	District Judge (Selection Grade)	Rs. 18750-400-19150-450-21850-500-22850	Rs. 57700-1230-58930-1380-67210-1540-70290 on merit-cum-seniority basis to 25% of the cadre posts to those officers who have put in not less than 5 years of continuous service in the cadre.
6.	District Judge (Super Time Scale)	Rs. 22850-500-24850	Rs. 70290-1540-76450 Super time scale shall be available to 10% officers of the cadre of District Judges who have put in not less than 3 years of service as District Judge Selection Grade.

The higher pay scale under the Assured Career Progression Scheme shall be subject to the following conditions: -

- (a) that the incumbent is not promoted to the next higher post ;
- (b) that the conferment of this benefit shall be subject to appraisal of the work and performance of the eligible incumbent by a Committee of Senior Judges of the Himachal Pradesh High Court constituted by it ;
- (c) that this benefit shall not be admissible to an incumbent who has declined regular promotion on any grounds ;
- (d) In case where an officer in the cadre of Civil Judge (Junior Division) or Civil Judge (Senior Division), who has been provided the benefit of Assured Career Progression Scheme, refuses functional promotion to higher cadre on his turn on merit and seniority, he shall be reverted to the original pay scale.

9. Interpretation.—If any question arises in relation to interpretation of any of the provisions of these rules, the Government shall decide the same and its decision shall be final.

10. Repeal.—The Notification No. FIN-(PR) B (7)-1/98 dated 18th September, 2001 and The Himachal Pradesh Judicial Officers (Pay Fixation) Rules, 2003 notified vide Notification No. FIN (PR) B(7)-3/98-III, dt. 22 -9-2003 issued by the Government are hereby repealed.

By order,
AJAY MITTAL,
Principal Secretary.

FROM OF UNDERTAKING

I.....(Name of the officer)..... Presently posted as (designation and place of posting) hereby undertake that any excess payment that may be found to have been made as a result of incorrect fixation of pay or any excess payment detected in the light of discrepancies noticed subsequently or due to any other reasons, will be refunded by me to the Government either by adjustment against future payments due to me or otherwise, failing which, the DDO concerned shall have every right to recover the said amount of overpayment in monthly installments from my monthly salary or from other pay arrears.

Dated:

Signature:.....

Place

Name:.....

Designation:.....

INDUSTRIES DEPARTMENT**AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894**

This Agreement made on 5th day of August, 2010 (Two thousand ten) between Jaypee Himachal Cement Project (Unit of Jaiprakash Associates Limited) a Company incorporated under the Companies Act, 1956 and having its registered office at Sector- 128, Greater Noida, Uttar Pradesh-201 304 through Shri K.P. Sharma, Director duly appointed by the Company as its Attorney (hereinafter called “the Company” which expression shall include its heris, successors and assigns) of the first part and the Government of Himachal Pradesh through Shri Roop Singh Verma, Deputy Secretary (Industries) to the Govt. of Himachal Pradesh hereinafter called the “Government”, which expression shall include his successors in office and assigns) of the second part.

Whereas, upon the application of the Company for acquisition of land for the purpose of Water Supply Scheme required for Baga Cement Plant & its Township in Tehsil Arki, Distt. Solan, HP, the Govt. of Himachal Pradesh have agreed to acquire the said land on behalf of the Company for the purpose of Company under the provisions of the land Acquisition Act, 1894 (1 of 1894) the pieces of parcels of land described and delineated in the Schedule hereto annexed and situated in Villages Hawani, Kol & Padiyar, Tehsil Arki, District Solan, HP measuring in total 19.06 bighas having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the purpose of drinking water supply scheme for the Cement Plant and its township.

And whereas the Government have called upon the Company under the provisions of Section 41 of the said Act to enter into the agreement with the Government hereinafter contained. Now, these presents witness and it is hereby agreed and declared as follows:

1. On demand, the Company shall and will pay to the said Government of Himachal Pradesh the entire cost of acquisition, all and every compensation in respect of the said land tendered, paid or awarded and to be tendered, paid or awarded by the Collector under the land Acquisition Act, 1894 or by the Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or other wise incidental to the proposed acquisition or payable in respect thereof under the provisions of the Act *ibid*.

2. On demand, made by the Collector the obligation of Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion of Collector may in anticipation estimate to be necessary for the purpose mentioned in the preceding clause.

3. On payment by the Company of all demands under the foregoing first clause, or in the discretion of the Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the Land Acquisition Act, 1894, the said land to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.

4. In case, the Company has offered the land and construction etc. in it as security with previous sanction of the government for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the land under this clause, during the period such loan is outstanding.

5. The said land shall be held by the Company for the purpose for which it is acquired or purpose legitimately connected as is herein before mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.

6. Should the said land held by the Company is not used for the purpose for which it is acquired legitimately connected as is hereinbefore mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the government or should the land at any time thereafter not used for periods of 36 consecutive months or the same is not required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and take possession of the said land and together with all buildings thereon whether such buildings were erected before or after transfer of the land to the Company and thereupon the interest of the Company in the said land and thereupon the interest of the Company in the said land and buildings shall cease and determined.

7. The approval is subject to the condition that R.R. Plan & other environmental issues shall be implemented in letter & spirit by the Company and no effected person will come under the definition of landless.

8. The Company will ensure that the persons whose land/houses are being acquired will be duly compensated in terms of the Rehabilitation and Resettlement Scheme of the Company notified by the Government.

IN WITNESS whereof the seal of the Company has been affixed and the Government hereinto set its hand and seal, the day month and year hereinabove mentioned.

Sd/-
K.P. SHARMA,
Director,
For and on Behalf of Jaypee Himachal Cement Project
(Unit of Jaiprakash Associates Limited).

WITNESSES

1. Sd/-
(Rajan Guleria)
C-16 Sector, Lane-I, New Shimla-171009.

2. Sd/-
C-16, Lane-I, Sector-I, New Shimla-171009.

For and on behalf of
Government of Himachal Pradesh.

1. Sd/-
(Ram Singh), Section Officer, Industries-A Section, HP Sectt.

Sd/-
ROOP SINGH VERMA,
Deputy Secretary (Industries)
to the Government of Himachal Pradesh.

2. Sd/-
(Kuldeep Kumar), Sr. Asstt. , Industries-A Section, HP Sectt.

SCHEDULE**DETAILS OF PIECES OF PARCLES OF LAND REQUIRED FOR ACQUISITION IN
VILLAGE PADIYAR AND HAWANI KOL, TEHSIL ARKI DISTT. SOLAN**

Name of Village	Khasra Numbers	Area
Padiyar	142/1	0-3
	143/1	0-10
	165	2-17
	167	2-9
	168	1-3
	169	1-7
	146/1	0-6
	146/2	0-1
	158/1	0-1
	161/1	00-04-15
Hawani Kol	527/1	0-8
	594/528/1	0-15
	501/1	—
	502/1	0-2
	502/2	0-5
	503/1	0-17
	502/3	0-5
	503/2	0-2
	507/2	0-9
	509/1	0-9
	510/1	0-7
	511/1	0-3
	506/1	2-10
	99/1	0-2
	118/1	0-6
	117/1	1-8
	98/1	0-3
	114/1	0-13
	539/73/1	0-2
	540/73/1	0-8
	540/73/2	0-2
	540/73/3	0-2
	75/1	0-1
	76/1	0-2
	76/2	0-3
Total		19-06

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

This Agreement made on 5th day of August, 2010 (Two thousand ten) between M/s Harish Cement Ltd.(A subsidiary of M/s Grasim Industries Ltd.), Ahura Centre, 1st Floor, Mahakali Kavaj Road, Andheri(E), Mumbai a Company incorporated under the Companies Act, 1956 and having its registered office at Jagjit Complex, Near Naresh Chowk, Sundernagar, TehsilSundernagar, Distt. Mandi, Himachal Pradesh through Shri Narendra Kumar Jain, Vice President(F&C) M/s Harish

Cement Ltd. duly appointed by the Company as its Attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the first part and the Government of Himachal Pradesh through Shri Roop Singh Verma, Deputy Secretary (Industries) to the Govt. of Himachal Pradesh hereinafter called the "Government", which expression shall include his successors in office and assigns) of the second part.

Whereas, upon the application of the Company for acquisition of land for the purpose of construction of conveyor belt to establish the Cement Plant of the Company at Villages Khatarwar, Chambi, Ghangal and Bharari, Tehsil Sundernagar, Distt. Mandi, Himachal Pradesh, the Govt. of Himachal Pradesh have agreed to acquire the said land on behalf of the Company for the purpose of company under the provisions of the land Acquisition Act, 1894 (1 of 1894) the pieces of parcels of land described and delineated in the Schedule hereto annexed and situated in Village Chambi, Tehsil Sundernagar, District Mandi, HP measuring in total 27-12-02 bighas having been shown to the satisfaction of the said Government that the proposed acquisition is needed for purpose of construction of conveyor belt for the Cement Plant.

And whereas the Government have called upon the Company under the provisions of Section 41 of the said Act to enter into the agreement with the Government hereinafter contained. Now, these presents witness and it is hereby agreed and declared as follows:

1. On demand, the Company shall and will pay to the Government of Himachal Pradesh the entire cost of acquisition, all and every compensation in respect of the said land tendered, paid or awarded and to be tendered, paid or awarded by the Collector under the land Acquisition Act, 1894 or by the Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the Act *ibid*.

2. On demand, made by the Collector the obligation of Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion Collector may in anticipation estimate to be necessary for the purpose mentioned in the preceding clause.

3. On payment by the Company of all demands under the foregoing first clause, or in the discretion of the Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the Land Acquisition Act, 1894, the said land to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.

4. In case, the Company has offered the land and construction etc. in it as security with previous sanction of the Government for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the lands under this clause, during the period such loan is outstanding.

5. The said land shall be held by the company for the purpose for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.

6. Should the said land held by the Company is not used for the purpose for which is it acquired legitimately connected as is hereinbefore mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the Government or should the land at any time

thereafter not used for period of 36 consecutive months or the same is not required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and take possession of the said land and together with all buildings thereon whether such buildings were erected before or after transfer of the land to the Company and thereupon the interest of the Company in the said land and thereupon the interest of the company in the said land and buildings shall cease and determine.

7. The approval is subject to the condition that R & R Plan & other environmental issues shall be implemented in letter & spirit by the Company and no affected person will come under the definition of landless.

8. The Company will allow to the affected families to use the public amenities created by the Company for example: School, Hospitals, Grounds etc. in the plant area, in future and it will also be ensured that the affected families should get employment in cement plant as per the provisions made in Rehabilitation and Resettlement plan.

9. The company will rehabilitate to the affected people in a better place than they are living at present, near to the National Highways and all other public amenities should be created by the Company for example: School, Hospitals, Grounds, Community centre etc.

IN WITNESS whereof the seal of the Company has been affixed and the Government hereinto set its hand and seal, the day, month and year hereinabove mentioned.

Sd/-
NARENDRA KUMAR JAIN,
For and on behalf of M/s Harish Cement Ltd.
(A subsidiary of M/s Grasim Industries Ltd.).

WITNESSES :

1. Sd/-
(S.K. Agnohotri) Consultant,
M/s Harish Cement Ltd.
2. Sd/-
(A.R. Sheikh),
M/s Harish Cement Ltd.

For and on behalf of Government of Himachal Pradesh.

Sd/-
The Deputy Secretary (Industries) to the
Government of Himachal Pradesh.

1. Sd/-
(Ram Singh)
Section Officer, Industries-A Section, HP Sectt.
2. Sd/-
(Kuldeep Kumar),
Sr. Asstt., Industries-A Section, HP Sectt.

SCHEDULE**DETAILS OF PIECES OF PARCELS OF LAND REQUIRED FOR ACQUISITION IN VILAGE
CHAMBI, TEHSIL SUNDERNAGAR, DISTT. MANDI (H.P.)**

Name of Village	Khasra Numbers	Area In Bighas
CHAMBI	609	00-04-18
	611	00-17-03
	633/2	00-11-07
	634/2	00-09-04
	608	00-03-01
	616	00-10-14
	152	00-06-10
	615	00-12-02
	145	00-06-18
	1171/146	00-04-10
	147	00-05-04
	149	02-03-03
	151	00-03-19
	1173/153	00-05-06
	1174/153	02-14-17
	154	03-16-14
	612	00-01-10
	150	00-03-16
	614	00-19-09
	630	01-13-17
	621	01-09-00
	121	01-12-04
	1172/146	00-18-09
	1199/632	00-10-05
	1200/632	00-02-09
	1201/632	00-08-05
	607	00-15-06
	1197/606	00-02-00
	1198/606	01-08-12
	631	00-07-02
	108	02-02-02
	148	00-03-12
	99	00-18-14
Total Khasra Nos/area		33 27-12-02

OFFICE OF THE DISTRICT COLLECTOR UNA DISTRICT UNA, H.P.**NOTIFICATION***Dated :*

Impartial modification of Notification No FDS-Una 1883-1902 dated 11-05-2010 and in continuation of Notification No FDS-Una/07-6013-6318 dated 1-9-2007, I K.R. Bharti District Collector, Una, H.P. hereby fix the wholesale and retail rate Kerosene Oil(Blue Dyed) being distributed under TPDS through Faire Price Shop/Kerosene Depots in Sub Divisional Amb. Distt.Una as Monthly K-Oil Quota of M/S Shiv Ram & Sons has been allocated to M/S Krishna Coal Co. Kerosene Wholesale Dealer Una as temporary basis w.e.f. April 2010 under in exercise of the powers vested in me under Essential Commodities Act, 1955 and Control Order issued there under with immediate effect.

1. M/S Krishna Coal Co, Kerosene Wholesale Dealer, Una
Basic Rate 11242-90 Per Kilo Liter
TKD Rate:- 11505-90 Per Kilo Liter

1	CAS,Alehar	11894-75	12-14
2	Smt. Kamlesh Kumari D/H Amb	11894-75	12-14
3	CAS,Andora	11894-75	12-14
4	CAS, Katohar Khurd	11894-75	12-14
5	Sh. Sandeep Kumar D/H Amb	11894-75	12-14
6	CAS, Thathal	11894-75	12-14
7	CAS, Kuthiari	11894-75	12-14
8	CAS,Nandpur	11894-75	12-14
9	CAS,Panjoa	11894-75	12-14
10	CAS,Ghangralan	11894-75	12-14
11	Sh. Suresh Kumar D/H Chakk Sarai	12002-57	12-25
12	CAS,Gathroon	12002-57	12-25
13	CAS, Rapoh Missran	12002-57	12-25
14	CAS, Kuthera Khairala	11894-75	12-14
15	CAS, Suri	12099-56	12-34
16	CAS, Karar Behar	12002-57	12-25
17	CAS, Babhawaran Urf Ghangruhi	12002-57	12-25
18	CAS, BeharJaswan	11894-75	12-14
19	Sh. Sita Ram D/H Dhandri	11894-75	12-14
20	CAS,Takarla	11894-75	12-14
21	Sh.Nikka Ram D/H Dhandri	11894-75	12-14
22	CAS, Dhandri	11894-75	12-14
23	CAS, Charuru	11894-75	12-14
24	Sh.. AmarNath D/H Hamboli	11894-75	12-14
25	CAS, Dilawan	11792-36	12-04
26	Sh. Tarseam Lal D/H Diara	11792-36	12-04

27	CAS, Bhaira	11792-36	12-04
28	CAS, Dhussara	11792-36	12-04
29	CAS, Sathother	11792-36	12-04
30	CAS, Nehari	12002-57	12-25
31	CAS, Ado-Patehar	12002-57	12-25
32	Sh. Kalbushan Kumar D/H Ado-Patehar	12002-57	12-25
33	CAS. Jowar	12002-57	12-25
34	CAS, Main	12002-57	12-25
35	CAS. Sapouri	12002-57	12-25
36	CAS, Amb Tilla	12099-56	12-34
37	CAS,Kohar Chhan	12099-56	12-34
38	CAS, Chowar Jaswalan	12099-56	12-34
39	Sh. Parkash Chand D/H lohara	12099-56	12-34
40	CAS, Mawa Tikka Lohara	12099-56	12-34
41	CAS, Karluhi	12002-57	12-25
42	CAS, Ghewat Behar	12002-57	12-25
43	CAS, Duhai Bhagwalan	12002-57	12-25
44	Sh. Rajneesh Kumar D/H Aloha	12002-57	12-25
45	CAS, Bharwain	12099-56	12-34
46	CAS,Dhalwani	12099-56	12-34
47	Sh. Vinood Kumar D/H Chintpumi	12099-56	12-34
48	Smt. Shobha Devi D/H Jawal	12099-56	12-34
49	CAS, Dharamshala Mahanta	12099-56	12-34
50	Sub Depot Kalu Di Bar	12099-56	12-34
51	CAS, Behran	12099-56	12-34
52	CAS, Bhatehar	12099-56	12-34
53	Sh. Rarnesh Chand DIR Jorbar	12099-56	12-34
54	CAS, Gindpur	12099-56	12-34
55	CAS, Ghangret	12099-56	12-34
56	CAS, Mubarikpur-1 1	12002-57	12-25
57	CAS, Mubarikpur-1	12002-57	12-25
58	CAS, Bharijal-1	12002-57	12-25
59	— CAS, Bhanjal-1 1	12002-57	12-25
60	CAS, Kuneran	12002-57	12-25
61	CAS,Kadd	12002-57	12-25
62	CAS,Gondpur Banera Jadid	12002-57	12-25
63	Sh. Daulat Ram DIH Banera Upper	12002-57	12-25
64	CAS, Pirthipur	12099-56	12-34
65	CAS, Dangoh Khurd	12099-56	12-34
66	CAS, Nakroh	12099-56	12-34

67	CAS, Amleher	12099-56	12-34
68	CAS, Bhadarkali	12099-56	12-34
69	CAS, Dango Ad-Dhundan	12099-56	12-34
70	CAS, Dangoh Girvi	12099-56	12-34
71	CAS, Saloh Ben	12099-56	12-34
72	CAS, Joh	12099-56	12-34
73	CAS, Marwari PBM	12099-56	12-34
74	CAS, Marwari Tarf Raipur	12099-56	12-34
75	CAS, Bebehar	12099-56	12-34
76	CAS.Daulatpur Chowk	12099-56	12-24
77	M/S Ram Lok & Sons Daulatpur	12099-56	12-24
78	Smt. Sarita Rana Daulatpur Chowk	12099-56	12-24
79	Sh. Asheesh Kumar D/H Daulatpur	12099-56	12-24
80	CAS, Surender Singh D/H Chalet	12099-56	12-34
81	CAS, Chalet	12099-56	12-34
82	CAS, Amboa	12099-56	12-34
83	CAS, Mawa Kohlan	12099-56	12-34
84	Smt. Shareshta Devi D/H Brahmpur	12099-56	12-34
85	CAS, Nanagal Jarialan (Haler)	12099-56	12-34
86	CAS, Nangal Jarialan (Upper)	12099-56	12-34
87	Sh. Gurdas Ram & Sons Ghanari	12099-56	12-34
88	Sh. Bachitter Singh D/H Deoli	12002-57	12-25
89	Sh. Mahavir Prasad D/H Deoli	12002-57	12-25
90	Sh. Puran Chand D/H Saghnai	12002-57	12-25
91	CAS, Matialika	12002-57	12-25
92	Sb. Anil Kumar D/H Ambota	12002-57	12-25
93	Sh. Kashmir Singh D/h Ambota Dabbali I	2002-57	12-25
94	Smt. Sakuntla Devi D/H Ambota	12002-57	12-25
95	Sh. Kishan Dass D/H Gagret	12002-57	12-15
96	CAS, Gagret	12002-57	12-15
97	CAS, Pambra	12002-57	12-25
98	Sh. Ashok Kumar D/H Gagret	12002-57	12-15
99	CAS, Sh. Prince Thakur D/H Kaloh	12002-57	12-25
100	CAS, Badoh	12002-57	12-25
101	CAS, Oil	12002-57	12-25
102	CAS, Tatehra	12002-57	12-25
103	CAS, Kuthere Jaswalan	12002-57	12-25
104	Sh. Banta Ram D/H Mawa Sindhian	12002-57	12-25
105	CAS, Keori	12002-57	12-25
106	CAS, Sh. karan Vir D/H Gogleher	12002-57	12-25

Terms & Conditions:

1. The terms & conditions of this Notification will remain the same as notified vide Notification No FDS-Una/07-6013-6318 dated 1-9-2007.

By order,
DISTT. COLLECTOR,
Una Distt. Una.